

## Part A

<<29 April 2015>>  
<<Policyholder's Name>>  
<<Policyholder's Address>>  
<<Policyholder's Contact Number>>

Dear <<Policyholder's Name>>,

### **Sub: Your Policy no. <<>>**

We are glad to inform you that your proposal has been accepted and the HDFC Life Pragati ("Policy") being this Policy, has been issued. We have made every effort to design your Policy in a simple format. We have highlighted items of importance so that you may recognise them easily.

### **Policy document:**

As an evidence of the insurance contract between HDFC Standard Life Insurance Company Limited and you, the Policy is enclosed herewith. Please preserve this document safely and also inform your Nominees about the same. 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 you are not agreeable to any of the provisions stated in the Policy, you have the option to return the Policy to us stating the reasons thereof, within 15 days from the date of receipt of the Policy. If you have purchased your Policy through distance marketing mode, this period will be 30 days. On receipt of your letter along with the original Policy, we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred by us for medical examination (if any) and stamp duty (if any).

### **Contacting us:**

The address for correspondence is specified below. To enable us to serve you better, you are requested to quote your Policy 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 Policy. 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 Standard 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 Code: <<Agency Code>>  
Agency Name: <<Agency Name>>  
Agency Telephone Number: <<Agency mobile & landline number>>  
Agency Contact Details: <<Agency address>>

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

Registered Office: : Lodha Excelus, 13th Floor, Apollo Mills Compound, N. M. Joshi Marg,  
Mahalaxmi, Mumbai - 400 011.

Call 1860-267-9999 (local charges apply). DO NOT prefix any country code e.g. +91 or 00.  
Available all days from 9am to 9pm | Email – [service@hdfclife.com](mailto:service@hdfclife.com)|  
[NRIservice@hdfclife.com](mailto:NRIservice@hdfclife.com) (For NRI customers only) Visit – [www.hdfclife.com](http://www.hdfclife.com). CIN:  
L65110MH2000PLC128245.

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**POLICY DOCUMENT- HDFC LIFE Pragati**

**Unique Identification Number: <<101N114V03 >>**

Your Policy is a non-linked with profit life insurance single Premium paying plan. This document is the evidence of a contract between HDFC Standard Life Insurance Company Limited and the Policyholder as described in the Policy Schedule given below. This Policy is based on the proposal made by the within named Policyholder and submitted to the Company along with the required documents, declarations, statements, applicable medical evidence and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder ("Proposal"). This Policy is effective upon receipt and realisation, by the Company, of the consideration payable as Premium under the Policy. This Policy 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.

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**POLICY SCHEDULE**

Policy number: &lt;&lt; &gt;&gt;

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

**Policyholder Details**

<b>Name</b>	<< >>
<b>Address</b>	<< >>

**Life Assured Details**

<b>Name</b>	<< >>
<b>Address</b>	<< >>
<b>Date of Birth</b>	<< dd/mm/yyyy >>
<b>Age on the Date of Risk Commencement</b>	<< >> years
<b>Age Admitted</b>	<<Yes/No>>

**Policy Details**

<b>Date of Commencement of Policy</b>	<<Date>>
<b>Date of Risk Commencement</b>	<< RCD >>
<b>Date of Issue/Inception of Policy</b>	<< First Issue Date>>
<b>Sum Assured on Maturity</b>	<< >>
<b>Sum Assured on Death</b>	Rs.<< >>
<b>Premium</b>	
<b>Policy Term</b>	<< >> years
<b>Underwriting Extra Premium</b>	Rs. << >>
<b>Maturity Date</b>	<< dd/mm/yyyy >>

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

**NOMINATION SCHEDULE**

<b>Nominee's Name</b>	<<Nominee-1 >>	<<Nominee-2 >>
<b>Nominee's Relationship with the Life Assured</b>	<< >>	<< >>
<b>Date of Birth of Nominee</b>	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
<b>Nominee's Age</b>	<< >> years	<< >> years
<b>Nomination Percentage</b>	<< >> %	<< >> %
<b>Nominee's Address</b>	<< >>	<< >>
<b>Appointee's Name</b> (Applicable where the Nominee is a minor)	<< >>	
<b>Date of Birth of Appointee</b>	<< dd/mm/yyyy >>	
<b>Appointee's Address</b>	<< >>	

Signed at Mumbai on &lt;&lt;&gt;&gt;

For HDFC Standard Life Insurance Company Limited

Authorised Signatory

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

**SPACE FOR ENDORSEMENTS**

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## **Part B (Definitions)**

In this Policy, the following definitions shall be applicable:

- 1) *Appointee* – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorized to receive the Death Benefit under this Policy on the death of the Life Assured while the Nominee is a minor;
- 2) *Assignee* – means the 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;
- 3) Authority/ IRDAI – means Insurance Regulatory and Development Authority of India;
- 4) *Company, company, Insurer, Us, us, We, we, Our, our* – means or refers to HDFC Standard Life Insurance Company Limited;
- 5) *Date of Risk Commencement* - means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences;
- 6) *Life Assured* - means the person as stated in the Policy Schedule on whose life the contingent events have to occur for the benefits to be payable. The Life Assured may be the Policyholder;
- 7) *Maturity Date* – means the date stated in the Policy Schedule, on which the Policy Term expires and this Policy terminates;
- 8) *Nominee(s)* – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorized to receive the Death Benefit under this Policy, on the death of the Life Assured;
- 9) *Policyholder, You, you, your* – means or refers to the Policyholder stated in the Policy Schedule;
- 10) *Policy Term* – means the term of the Policy as stated in the Policy Schedule;
- 11) *Premium(s)* – means an amount stated in the Policy Schedule, payable by you to us under this Policy, excluding tax and levies;
- 12) *Simple reversionary bonus* - The simple reversionary bonus rate is expressed as a percentage of the Sum Assured on Maturity as declared from time to time. No guarantee shall be applicable to the declaration of future rates of reversionary bonus;
- 13) *Sum Assured on Death*- means the absolute amount of benefit which is guaranteed to become payable on death of the Life Assured as per the terms and conditions specified in the Policy;
- 14) *Sum Assured on Maturity*- means the absolute amount of benefit which is guaranteed to be payable on maturity of the Policy;
- 15) *Surrender* - means complete withdrawal/ termination of the entire Policy;
- 16) *Surrender Value* - means an amount, if any, that becomes payable in case of Surrender of the Policy in accordance with the terms and conditions of the Policy.

## Part C

### A. Benefits

#### 1. *Death Benefit*

This benefit is payable as a lump sum if death of the Life Assured occurs before the Maturity Date, provided the Policy is in force. The Death Benefit payable shall be the higher of:

- Sum Assured on Death + accrued Simple reversionary bonus till the date of death (if any) + interim bonus (if any) + terminal bonus (if any);
- 105% of Total Premiums paid.

Where, the Sum Assured on Death shall be the higher of the following:

- i. 2 times the single Premium;
- ii. Sum Assured on Maturity;

#### 2. *Maturity Benefit*

On the survival of the Life Assured till Maturity Date, the Maturity Benefit is payable as a lump sum provided the Policy is in force. The Maturity Benefit shall be higher of:

- Sum Assured on Maturity + accrued Simple reversionary bonus (if any) + interim bonus (if any) + terminal bonus (if any);
- 100 % of Total Premiums paid.

#### 3. *Surrender Benefit:*

The Surrender benefit is payable upon Surrender as a lump sum amount. Surrender value shall be as payable as per Part D Clause A.

4. All Simple reversionary bonus, interim Bonus, terminal bonus shall be at the discretion of the Company.
5. The benefits are subject to the exclusions set out in Part F Clause A (Exclusions).
6. Upon the payment of any one of the benefits (i.e. either the Death Benefit, the Maturity Benefit or the Surrender Benefit) the Policy terminates and no further benefits are payable.
7. The recipients of benefits under this Policy shall be as specified below:
  - Death Benefit shall be payable to the registered Nominee(s) or Appointee (in case of minor Nominee), if the Policyholder and the Life Assured are the same; or to the Policyholder if the Life Assured is other than the Policyholder.
  - All other benefits shall be payable to the Policyholder.
  - If the Policy has been assigned, all benefits shall be payable to the Assignee as per section 38 of the Insurance Laws (Amendment) Act 2015.
  - In case of any unique situation or doubt the Company's decision will be final and binding.
8. For the purpose of the benefits payable under this product, "Total Premium" shall exclude the underwriting extra Premium (if any).

## Part D

### A. Surrender Value:

1. Surrender value for Policies shall be the higher of the following:
    - Guaranteed Surrender Value (GSV);
    - Special Surrender Value (SSV).
  2. The Policy shall acquire a Guaranteed Surrender Value immediately upon the payment of Premium.
  3. The Guaranteed Surrender Value shall be the sum of Guaranteed Surrender Value of Premium and the Guaranteed Surrender Value of bonuses already accrued to the Policy.
  4. The Guaranteed Surrender Value of Premium shall be determined as the Guaranteed Surrender Value factors on premium paid applicable at the time of Surrender multiplied to the Total Premium.
  5. The Guaranteed Surrender Value of bonuses shall be determined as the Guaranteed Surrender Value factors on accrued bonuses applicable at the time of Surrender multiplied to the total bonuses already accrued to the Policy.
  6. The Guaranteed Surrender Value factors on premiums paid are specified in Appendix 1. Guaranteed Surrender Value factors on accrued bonuses are specified in Appendix 2.
  7. The Special Surrender Value shall be determined as the Special Surrender Value factor<sup>#</sup> applicable at the time of Surrender multiplied to the amount which shall be higher of:
    - Sum Assured on Maturity + accrued Simple reversionary bonus (if any) + interim bonus (if any) + terminal bonus (if any);
    - 100 % of Total Premium paid.
- <sup>#</sup>SSV factors are not guaranteed and may be changed with prior approval from IRDAI.

### B. Alteration:

Policyholder shall have no option of alteration.

### C. Policy loan provisions:

The Policyholder can avail loan facility only once the Policy has acquired the Surrender value. Such loan shall be subject to terms and conditions as the Company may specify from time to time. The current terms and conditions of the Company are stated below:

- The Policyholder should be at least 18 years of age at the time of requesting the loan;
- The loan amount will be subject to maximum 80% of the Surrender Value;
- The rate of interest payable on such loan amount shall be as prescribed by the Company at the time of granting the loan. Currently, the interest rate on loan is 10.5% p.a.;
- Before any benefits are paid out, loan outstanding together with the interest thereon will be deducted and the balance amount will be payable;
- Policy shall not be foreclosed for non re-payment of loan.

### D. Free-look provision



In case you are not agreeable to any of the provisions stated in the Policy, you have the option to return the Policy to us stating the reasons thereof, within 15 days from the date of receipt of the Policy. If you have purchased your Policy through distance marketing mode, this period will be 30 days. On receipt of your letter along with the original Policy, we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred by us for medical examination (if any) and stamp duty (if any).

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**Part F**  
**(General Terms & Conditions)**

**A. Exclusions**

Suicide claim provisions

In case of death of Life Assured due to suicide within 12 months from the Date of Inception of the Policy, the Death Benefit payable to the nominee or beneficiary of the Policyholder shall be equal to 80% of the Premiums paid provided the Policy is in force.

**B. Age Admitted**

The Company has calculated the Premiums under the Policy on the basis of the age of the Life Assured as declared in the Proposal. In case you have not provided proof of age of the Life Assured with the Proposal, you will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted ("Correct Age") during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938 as amended from time to time, we shall take one of the following actions:

- i) If eligible, and if the Correct Age is found to be higher, the benefit payable under this Policy/ Rider (if any) shall be after deduction of such difference of Premium (i.e difference in Premium paid based on age declared in the Proposal and Premium based on the Correct Age) along with interest thereon. In such cases, before calculating the amount of benefit payable, the Policy shall be subject to re-underwriting and the sum assured shall be subject to eligibility as per underwriting norms and the Premium to be deducted shall be calculated proportionately on such sum assured payable. If the Correct Age is found to be lower, excess Premiums without any interest shall be refunded.
- ii) If ineligible for the Policy basis the Correct Age, the Policy shall be void-ab-initio and the Total Premiums paid shall be refunded without interest after deducting all applicable charges like medical (if any), Stamp Duty (if any), risk etc.

**C. Claim Procedure**

- (1) Maturity Benefit: The Maturity Benefit will be paid if and only if:
  - i. The Policy has matured and the Life Assured is alive on the Maturity Date,
  - ii. No claim has been made on the Policy, except any survival benefit, if any,
  - iii. The Policy has not been discontinued or Surrendered or cancelled or terminated, and
  - iv. All relevant documents including the original Policy document in support of your claim have been provided to the Company.
- (2) Death Benefit: The Death Benefit will be paid if and only if:
  - i. The death of the Life Assured has occurred before the Maturity Date,
  - ii. The standard Policy provisions specified in Part F Clause A (Exclusions) and Part F Clause G (Incorrect Information and Non Disclosure) are not attracted,
  - iii. The Policy has not been Surrendered or cancelled or terminated, and
  - iv. All relevant documents in support of the claim have been provided to the Company. These would normally include the following:

Basic documentation for all death claims:

- i. Completed claim form, (including NEFT details and bank account proof as specified in the claim form);
- ii. Original Policy;

- iii. Original or copy Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar (attested by issuing authority);
- iv. Original or copy of certificate of doctor certifying cause of death (attested by issuing authority); and
- v. Claimant's identity and residence proof.

Additional records (if death is due to natural causes):

- i. Original or copy of past and current medical records (Indoor case paper, admission notes, discharge summary) attested by hospital authorities.

Additional records (if death is due to un-natural causes):

- i. Original or copy of First Information Report, Police Panchnama report attested by Police authorities; and
- ii. Original or copy of Postmortem report attested by hospital authority.

Note:

- i. In case original documents are submitted, attestation on the document by authorities is not required.
- ii. Depending on the circumstances of the death, further documents may be called for as we deem fit.

The claim is required to be intimated to us within a period of three years from the date of death. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant.

#### **D. Assignment**

The Policyholder can assign or transfer of a policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 38 is enclosed in Annexure I for reference.

#### **E. Nomination**

The Policyholder can nominate a person/ persons in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 39 is enclosed in Annexure II for reference.

#### **F. Issuance of true copy of the Policy:**

The Policyholder can request for a duplicate copy of the Policy at HDFC Life offices or through Certified Financial Consultant (Insurance Agent) who advised you while taking this Policy. While making an application for duplicate Policy the Policyholder is required to submit a notarized original indemnity bond on stamp paper. Additional charges may be applicable for issuance of the duplicate Policy.

#### **G. 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. Simplified version of the provisions of Section 45 is enclosed in Annexure III for reference.

#### **H. Policy on the life of a Minor**

Where the Policy has been taken for the benefit of the Life Assured who is a minor, the Policy shall automatically vest unto the Life Assured on his attaining majority.

## **I. Taxes**

### (1) Indirect Taxes

Tax and levies shall be levied as applicable. Any taxes, statutory levy becoming applicable in future may become payable by you by any method including by levy of an additional monetary amount in addition to Premium and or charges.

### (2) Direct Taxes

Tax will be deducted at the applicable rate from the payments made under the Policy, as per the prevailing provisions of the Income Tax Act, 1961.

## **J. Modification, Amendment, Re-enactment of or to the Insurance laws and rules, regulations, guidelines, clarifications, circulars etc. thereunder**

### (1) This Policy is subject to-

- i. The Insurance Act 1938 and Insurance Laws (Amendment) Act, 2015 as amended from time to time,
- ii. Amendments, modifications (including re-enactment) as may be made from time to time, and
- iii. Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc as may be introduced thereunder from time to time.

### (2) We reserve the right to change any of these Policy provisions / terms and conditions in accordance with changes in applicable Regulations or Laws, and where required, with IRDAI's approval.

### (3) We are required to obtain prior approval from the IRDAI before making any material changes to these provisions, except for changes of regulatory / statutory nature.

### (4) We reserve the right to require submission by you of such documents and proof at all life stages of the Policy as may be necessary to meet the requirements under Anti- money Laundering/Know Your Customer norms and as may be laid down by IRDAI and other regulators from time to time.

## **K. Jurisdiction:**

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

## **L. Notices**

Any notice, direction or instruction given to us, under the Policy, shall be in writing and delivered by hand, post, facsimile or from registered electronic mail ID to:

HDFC Standard Life Insurance Company Limited, 11th Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

Registered Office: Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

E-mail: [service@hdfclife.com](mailto:service@hdfclife.com)

Or such other address as may be informed by us.

Similarly, any notice, direction or instruction to be given by us, under the Policy, shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail ID to the updated address in the records of the Company.

You are requested to communicate any change in address, to the Company supported by the required address proofs to enable the Company to carry out the change of address in its systems. The onus of intimation of change of address lies with the Policyholder. An updated contact detail of the Policyholder will ensure that

correspondences from the Company are correctly addressed to the Policyholder at the latest updated address.

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**Appendix 1 Guaranteed Surrender Value Factors as percentage of Total Premium**

<b>Policy Year</b>	<b>GSV Factors (% of total premiums paid)</b>
1	70.00%
2	70.00%
3	70.00%
4 +	90.00%

Note: This would only be payable once the policy has acquired a guaranteed surrender value

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## Annexure I

### Section 38 - Assignment or Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. 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 or assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- (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
  - c. obtain loan under the policy or Surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings.
- (15) Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.



## **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.**

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. 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 misstatement 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 Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to ~~Original~~ Insurance Laws (Amendment) Act, 2015 dated 23.03.2015, for complete and accurate details.**

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