

_____, 2015

Name:

Address:

Dear _____,

Sub: Your Master Policy Number _____

We are glad to inform you that your Proposal has been accepted and the Insurance Policy has been issued. We have made every effort to design your Policy Document in a simple format. We have highlighted items of importance so that you may recognize them easily.

Contacting us

The address for correspondence is given in the Policy document. To enable us to serve you better, you are requested to quote your Policy number in all future correspondences.

To contact us in case of any grievance, please refer to “Grievance Redressal – Contact Details” Annexure attached. In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region whose address is available on our website www.hdfclife.com.

Cancellation in the Look-in 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.

On receipt of the cancellation letter along with the original Policy document, we shall arrange to refund the Premium amount received less applicable deductions towards stamp duty and proportionate mortality charge.

A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

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

Yours sincerely,

Authorized Signatory - HDFC Life

Agency Code/Broker License Number: NA
Agency Name /Broking Firms Name: NA
Mobile Number: NA
Other Contact details (Address): NA

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

HDFC LIFE GROUP CREDIT PROTECT PLUS INSURANCE PLAN (UIN – 101N096V01)

This Group Policy is granted by HDFC Standard Life Insurance Company Limited having its Registered Office 13th Floor, Lodha Excelus, Apollo Mills, N M Joshi Marg, Mahalaxmi, Mumbai – 400 011 (hereinafter called “the Insurer”) to the Policyholder identified in the Schedule hereto who shall hold the same and all benefits payable there under upon trust for the benefit of the persons to whom they said benefits are payable.

The Policy is numbered as shown in the Schedule and consists of this page, the Schedule, the Policy provisions referred to in the Schedule, and any pages issued by the Insurer to amend the policy.

The Policy is issued pursuant to a proposal made to the Insurer by the Policyholder on the date shown in the Schedule for the benefit of Scheme Members. The Policy witnesses a contract between the Policyholder and the Insurer.

Upon receipt of the premium by the Insurer from the Policyholder, the Insurer shall pay to the Policyholder, the benefits described in the Policy upon the occurrence of specified insured contingencies, subject only to the terms of this Policy.

All monies payable under the Policy to or by the Insurer shall be payable in Indian Rupees at the office of the Insurer identified in the Schedule.

Notwithstanding the date of the Proposal and the date on which the Policy is signed, the Policy shall have effect or be deemed to be effective from the date shown in the Schedule as the Effective Date.

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

HDFC LIFE GROUP CREDIT PROTECT INSURANCE PLAN

STANDARD POLICY PROVISIONS

L1	Definitions
L2	Commencement and Expiry of Insurance
L3	Register of Members
L4	Provision of Information
L5	Benefits
L6	Premiums
L7	Closure to New Members
L8	Variation of Terms and Conditions
L9	General
L10	Insurance Legislations

L1. Definitions

In this booklet unless the context otherwise requires:-

1. **“Benefit Schedule”** defines the scale of the benefit payable to a Scheme Member over the Coverage Term with respect to the Sum Assured selected at the membership inception.
2. **“Critical Illness Benefit Term (CI Benefit Term)”** means the period for which the critical illness cover is provided to individual Scheme Member where Critical Life Option 1 or Critical Life Option 2 are chosen
3. **“Cover Option”** indicates whether the Policyholder has selected a Level Term Assurance type or a Decreasing Term Assurance type.

In the instances where the Level Term Assurance is selected, the sum assured in respect of any Scheme Member will stay constant during all the years of the Scheme membership. In the instances where the Decreasing Term Assurance is selected, the sum assured reduces over the Coverage Term based on the Benefit Schedule defined at inception.

4. **“Effective Date”** is the date mentioned as the Effective Date in the Schedule.
5. **“Eligible Person”** means any person who satisfies all of the following conditions to participate in the Scheme:
 - a. person not older than maximum age for membership of the Scheme as on the Entry Date; and
 - b. person not younger than minimum age for membership of the Scheme as on the Entry Date; and
6. **“Entry Date”** shall mean (a) The Effective Date, or (b) the actual date on which an Eligible Person is admitted as a Scheme Member, whichever is later.
7. **“Insurer”** or **“Insurance Company”** means HDFC Standard Life Insurance Company Limited.
8. **“Policyholder”** means the Policyholder as defined in the Schedule.
9. **“Scheme Member”** means an Eligible Person who satisfies all of the following conditions to participate in the Scheme:
 - a. who has satisfactorily furnished the necessary declarations as required by the Insurer including the underwriting requirements as applicable; and
 - b. who has paid the requisite premium; and
 - c. whose application to join the Scheme has been accepted by the Insurer.

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 for such a Scheme Member shall be in force from the Entry Date till the Terminal Date.

10. **“Scheme”** means the Scheme described in the Schedule.
11. **“Sum Assured”** means the benefit payable on death, disability or illness as specified in the Benefit Schedule.

12. **“Term of Membership”** or **“Coverage Term”** means the period for which insurance cover is provided to individual Scheme Member at the Entry Date.
13. **“Terminal Date”** means in respect of each Scheme Member, the date on which the Coverage Term expires.
14. Words imparting the masculine gender shall include the feminine gender and vice versa.
15. Words in the singular shall include the plural and vice versa.
16. Any reference to a provision or provisions shall be construed as a reference to a provision or provisions of this booklet.

L2. **Commencement and Expiry of Insurance**

1. The Insurer shall grant Insurance in accordance with these provisions in respect of each Scheme Member.
2. The Insurer at his sole discretion may require the Policyholder to furnish the proof of eligibilities of the Scheme Member so as to administer the Policy properly.
3. In respect of every Scheme Member covered under the Scheme, the insurance cover shall be deemed to have been terminated under any of the following circumstances, whichever is earliest:
 - on the Scheme Member attaining the age of maximum age for membership in the Scheme; or
 - on the Scheme Member surrendering their membership; or
 - upon the payment of a death claim by the Insurer in respect of such Scheme Member; or
 - upon the payment of claim in respect of Other Benefit (specified in Clause L5); or
 - on the expiry of the Term of Membership; or
 - on the payment of Sum Assured for one of the members in case of joint life cover
4. In respect of every Scheme Member covered under the Scheme with Plan Options Critical Life Option 1 or Critical Life Option 2, the critical illness insurance cover shall be deemed to have been terminated under any of the following circumstances, whichever is earliest:
 - on the Scheme Member attaining the age of maximum age for membership in the Scheme; or
 - on the Scheme Member surrendering their membership; or
 - upon the payment of a death claim by the Insurer in respect of such Scheme Member; or
 - upon the payment of a critical illness claim (in the form of acceleration of death benefit) by the Insurer in respect of such Scheme Member; or
 - on the expiry of the CI Benefit Term; or
 - on the payment of Sum Assured for one of the members in case of joint life cover

L3. **Register of Members**

1. The Policyholder shall maintain a register of members which shall have the details of all the Scheme Members including nomination details. This register shall form an integral part of this Policy.

2. An inspection of the register without notice may be conducted by the Insurer or the auditors of the Insurer, and the Insurer may from time to time ask for the records and/or ask for a certificate from the auditor of the Policyholder.
3. A person's name can be removed from the register at any time if he ceases to be an Eligible Person. If it is discovered that a person included in the register is not a Scheme Member, or has ceased to be a Scheme Member, the person's name will be removed from the register.
4. The minimum number of Scheme Members required under this Policy is stated in the Policy Schedule attached herewith as Appendix A.

L4. Provision of information

1. Before assuring any benefit under these provisions in respect of an Eligible Person and to determine the rights and obligations of the Insurer under these provisions, the Policyholder must provide the Insurer with such information, data and evidence as the Insurer considers necessary in such form as the Insurer instructs.
2. In the event of any change in the name or other particulars of a Scheme Member, the Policyholder must inform the Insurer of the change within 15 days of being informed of the same by such Scheme Member.
3. The Nominee or the Policyholder shall inform the Insurer of the death of a Scheme Member within 30 days of the death and the Nominee shall file a 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 90 days from the date of death.

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

4. Subject to Section 45 of the Insurance Act 1938, if any information, data or evidence given to the Insurer in respect of a deceased Scheme Member is discovered to be incorrect, the insurance cover in respect of such Scheme Member may be rendered void, at the instance of the Insurer.
5. The Insurer shall not be liable for any loss of benefit resulting from errors in or omissions from any information, data or evidence given to the Insurer by the Policyholder.
6. The Insurer shall not admit a claim in respect of a Scheme member under this Policy unless it receives the Scheme Members' death certificate or such other document that Insurer may decide, within the legal and regulatory framework in the circumstances of a particular case.

The documents usually required for processing a claim are:

- Claim form
- Original Certificate of Insurance
- Proof of death:

Documents which can be considered as proof of Death are:

- Death Certificate of the Scheme Member issued by the Municipal Committee/ Corporation/ Govt. hospital/recognized hospital where the Scheme Member was receiving treatment, cremation/ burial ground; or
- Gram Panchayat certificate / Tehsildar certificate, Certified copy of village death records, or
- Certified copy of relevant extracts of Register of Births and Deaths,

- Original First Information Report or Police Panchanama or Police Inquest Report or Post-Mortem Report, if the death occurs due to an accident
- Proof of terminal illness/crucial illness/disability:
Documents which can be considered as proof of Terminal Illness/ Critical Illness/Disability are:
 - Any medical reports by the family physician/doctor relevant to the Terminal Illness/ Critical Illness/Disability and its treatment, or
- Any other document that the Insurer may decide in the circumstances of a particular case.

The Insurer will not accept the aforesaid documents unless it is issued by a person duly authorized to issue the same.

L5. Benefits

Benefits on Death or diagnosis of Contingency covered

1. Plan options available under the product and their respective benefits are as follows:

Plan Options	Death Benefit	Other Benefits
Life Option	Sum Assured	None
Extra Life Option	Sum Assured	Sum Assured upon Accidental Death
Terminal Life Option	Sum Assured	Acceleration of Death Benefit upon diagnosis with Terminal Illness
Critical Life Option 1	Sum Assured	Acceleration of Death Benefit upon diagnosis with one of the specified Critical Illnesses (with the CI benefit term equal to main benefit term or 5 years whichever is lower)
Critical Life Option 2	Sum Assured	Acceleration of Death Benefit upon diagnosis with one of the specified Critical Illnesses (with the CI benefit term equal to main benefit term or 10 years whichever is lower)
Life Disability Option	Sum Assured	Acceleration of Death Benefit upon Total and Permanent Disability

2. The benefits specified above are payable provided the death or accidental death or terminal illness or total and permanent disability has occurred during the Coverage Term for the insured Scheme Member.
3. The acceleration of death benefit in respect of Critical Life Option 1 or Critical Life Option 2 is payable provided the critical illness has occurred during the CI Benefit Term for the insured Scheme Member.
4. The Sum Assured specified above shall mean:
- Original Sum Assured for level term assurance coverage
 - Decreasing Sum Assured for the decreasing term assurance coverage
5. For Joint Life cases, the benefits will be payable on a first-claim basis and upon the payment of benefit in respect of the first claimant, the cover for the other life will terminate. For the avoidance of doubt, it is clarified that in respect of Critical Life Option 1 or Critical Life Option 2, if the critical illness claim has been made in respect of one of

the lives, the critical illness cover will terminate for both the lives but the death benefit cover will continue.

6. Please refer to the Appendix B for the Definitions and Exclusions of Critical Illnesses, Appendix C for the Definition and Exclusions of Accidental Death, Terminal Illness and Total and Permanent Disability.
7. The Certificate of Insurance issued to a Scheme Member will set out the benefit payable in respect of that Scheme Member during the Coverage Term.
8. Upon the payment of the benefits as mentioned above with respect to the options availed, the cover for that Scheme Member shall cease.
9. The benefit as set out in the Scheme Member's Certificate of Insurance at the inception of membership shall be paid to the Nominee of the deceased Scheme Member. If the benefit is in the form of an acceleration of the death benefit and the Scheme Member is alive, then the benefit shall be payable to the Scheme Member.
10. In the instances where the insurance cover is sought for an institution's members unconnected with a loan, the benefit as set out in the member's Certificate of Insurance shall be payable.
11. In case of death due to suicide, within 12 months from the date of inception of the cover, the nominee of the Scheme Member shall be entitled to 80% of the premium paid. In case of death due to suicide after 12 months from the date of inception of the cover, the death benefit as specified in Provision L5(1) shall be payable.
12. Payment of Death Benefit to Policyholder:

If the Policyholder is 1) Reserve Bank of India ("RBI") regulated Scheduled Commercial Bank, 2) NBFs having Certificate of Registration from RBI or 3) National Housing Bank regulated Housing Finance Company, the payment of death benefit to the Policyholder may be made by the Insurer subject to the below mentioned conditions and in compliance with guidelines set forth by IRDAI in this regard:

- a) The Policyholder provides documentary evidence to establish that it is registered with RBI/ NHB.
- b) Scheme Members have specifically authorised the Insurer in a format provided by the Insurer to make payment of outstanding loan balance amount to the Policyholder by deducting from the death benefit payable on death of the Scheme Member;
- c) The Policyholder has collected written authorization from the Scheme Member and submitted the same to the Insurer;
- d) Credit Account Statement has been provided by the Policyholder with details of Scheme Member as required by the Insurer and in formats provided by the Insurer;
- e) The death benefit claimed by the Policyholder is only to the extent of the outstanding loan balance; and
- f) Where the death benefit is greater than the outstanding loan balance of the Scheme Member, the excess of the death benefit over such outstanding loan balance is paid to the nominee of the Scheme Member.

Maturity Benefits

1. No benefits are payable on the expiry of the Coverage Term.

Surrender Benefits

1. A Scheme Member may surrender his Certificate of Insurance during the Coverage Term and obtain a surrender value, calculated using the formula specified below:

$$70\% \times \text{Single Premium} \times \frac{\text{Unexpired Coverage Term (in complete months)}}{\text{Original Coverage Term (in months)}} \times \frac{\text{Current Sum Assured}}{\text{Initial Sum Assured}}$$

For the avoidance of doubt, it is clarified that the Current Sum Assured and the Initial Sum Assured shall be the same for level term assurance cases.

2. The premium for the purpose of calculating the surrender value does not include:
 - g) Statutory Tax & Levies such as service tax and education cess; and
 - h) Any underwriting extra premium charged
3. The surrender value payout will be reduced by any applicable Statutory Taxes & Levies.

L6. Premiums

1. Separate premiums are payable in respect of every Scheme Member insured under the Policy.
2. The product is a single premium product.
3. New members are allowed to join the Scheme at any time, provided the application is accepted by the Insurer. Insurance cover for new members shall not commence before the receipt of premium.
4. In addition to the base premium, service tax and any other applicable statutory taxes, duties and levies (including education cess or any other charge thereon) shall be payable.
5. The Insurer reserves the right to collect any additional taxes or levies (such as Goods and Service Tax) that may be introduced in the future by the government, as and when such taxes become effective.

L7. Closure to New Members

1. The Insurer reserves the right to close the Scheme for the new members at its sole discretion after providing a notice of up to 30 days to the Policyholder.
2. In the instance where the Insurer has exercised such right to close the Scheme for the new members, the Insurer shall continue to provide the insurance cover for the existing Scheme Members for their respective unexpired Coverage Terms.

L8. Variation of Terms and Conditions

1. The Insurer reserves the right to vary the Policy Provisions and the Schedule due to legal or regulatory changes after intimating the Policyholder of its intention to do so in writing.
2. The Insurer reserves its right to audit or cause an audit into the accuracy of the Credit Account Statements of the deceased Scheme Members provided by the Policyholder. Alternatively the Insurer may at its discretion delegate its responsibility and require the

Policyholder to audit or cause an audit into the accuracy of the Credit Account Statements and obtain a certification from the Policyholders internal/ statutory auditors that the outstanding loan balance shown the Credit Account Statement is correct.

L9. **General**

1. Any information needed to administer the Policy must be furnished by the Policyholder.
2. If the information provided by the Policyholder in the application form is incorrect or incomplete, the Insurer reserves the right to vary the benefits which may be payable.
3. The Insurer reserves the right to change any of these Policy provisions if it becomes impossible or impractical to execute the provision.
4. The Insurer can check, at any time, if the benefit payments are being made to the correct person as and when due.
5. 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 I for reference.
6. 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 II for reference.

L10. **Insurance Legislations**

1. **Section 41 of the Insurance Act, 1938 states:**

“(1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.

Provided that acceptance by an insurance agent of commission in connection with a Policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a *bona fide* insurance agent employed by the Insurer.

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty, which may extend to ten lakh rupees.”

2. **Anti Money Laundering Provisions**

The Prevention of Money Laundering Act, 2002, has been made applicable to Insurance Companies. Accordingly HDFC Standard Life Insurance Company Limited shall enforce the rules as and when the same are notified by the Authorities for this plan/such plan(s).

3. Miscellaneous

This Policy is subject to the Insurance Act 1938, as amended by the Insurance Regulatory and Development Authority Act, 1999, such amendments, modifications as may be made from time to time and such other relevant regulations as may be introduced there under from time to time by that Authority.

4. Jurisdiction:

This contract shall be governed by the laws of India. The courts of Mumbai shall have the exclusive jurisdiction to settle any disputes arising under this contract.

HDFC STANDARD LIFE INSURANCE COMPANY LIMITED

HDFC LIFE GROUP CREDIT PROTECT PLUS INSURANCE PLAN (UIN - 101N096V01)

Address for Communication:

Agency Code: NA
Agency Name: NA
Agency Telephone Number: NA
Agency Contact Details: NA

Appendix A

POLICY SCHEDULE

1. **Master Policy Number:**

2. **Name of the Scheme:**

3. **Date of Proposal:**

4. **Effective Date:**

5. **Policyholder:**

6. **Eligibility to join the Scheme for the Scheme Member**

Eligibility	Age (last birthday) (in years)
Minimum Age at Entry	
Maximum Age at entry	
Minimum Maturity Age	
Maximum Maturity Age	

7. **Minimum Number of Members:50**

8. **Option Chosen** : *Life Option – Death Benefit*

9. **Cover Option:**

10. **Benefit Schedule:** N.A.

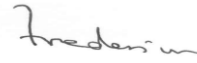
Office at which Monies are payable:

The Principal Office of the Insurer and/or such other Office(s) as mutually agreed between the Insurer and the Policyholder from time to time.

Place of signing Insurer	Date of signing	Signature of person signing for and on behalf of the
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Mumbai

May 16, 2014



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Examined

Issued by

Consolidated Stamp Duty of Rs. 362.00

Rupees Three Hundred Sixty Two Rupees Only.

Paid vide deface number 0000078102201415 dated April 09, 2014.

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) Ordinance dated 26.12.2014. 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) Ordinance, 2014 (i.e 26.12.2014).
- (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 (Ordinance) 2014, 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) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 for complete and accurate details.

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) Ordinance dated 26.12.2014 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.

Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 for complete and accurate details.