

Aviva New Group Term Life -Non-Linked Non- Participating Group Term Life Insurance Plan

Part B

A. Definitions

The following words or phrases have the meanings given to them below wherever they appear in the Master Policy Document:

1. **Accident** means sudden, unforeseen and involuntary event caused by external visible and violent means.
2. **Actively at work** under the policy shall mean when the Member is rendering his/her services to the employer, and includes circumstances where the Member is working from his/her residence or premises other than the designated work space at the office or other premises of the employer, pursuant to specific directions issued by the employer and/or by the Central or State Government and any statutory and governmental authority.
3. **Age** means a Member's age on his last birthday as specified in the Register of Members.
4. **Assignee** is the person to whom the rights and benefits are transferred by virtue of an Assignment.
5. **Assignment** is the process of transferring the rights and benefits to an "Assignee". Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938 as amended from time to time.
6. **Assignor** means the person who transfers the rights of the life insurance policy to the Assignee.
7. **Certificate of Insurance or COI** means the certificate We issue to a Member to confirm his coverage under the Master Policy.
8. **Claimant** means the Nominee or Beneficiary or Appointee (if Nominee is less than 18 years of age) and where there is none, the person/s named in Member's will or Member's legal heirs as per Succession Laws of India, as the case may be.
9. **Death Benefit** means the amount payable by Us to the Claimant in accordance with Part C.
10. **Grace Period** means the time granted by Us from the due date for the payment of Premium, without any penalty or late fee, during which time the Master Policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the Master Policy. The Grace Period for payment of the premium shall be a period of fifteen (15) days if the premium payment frequency is monthly and thirty (30) days for all half-yearly and quarterly modes, commencing from the date on which the Premium was due. There will no Grace Period for policies for yearly mode policies.
11. **Injury** means accidental physical bodily harm, excluding illness or disease, solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
12. **IRDA of India or IRDAI** means Insurance Regulatory and Development Authority of India established under the IRDA Act, 1999.
13. **Master Policy Document** means the arrangements established by this Master Policy and Add-Ons/Riders, if any, and includes, the Proposal Form, the Schedule and any additional statements or documents provided to Us by You in respect of the Proposal Form and any endorsements issued by Us.
14. **Master Policy** means the contract of insurance entered into between You and Us as evidenced by this Master Policy Document.
15. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any state of India or Medical Council of India or any other such body or Council for Indian Medicine or for Homeopathy setup by the Government of India or by a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license, but excluding a Medical Practitioner who is:
 - i. Life Assured/Spouse himself/herself or an agent of the Life Assured/Spouse or
 - ii. Insurance Agent, business partner(s) or employer/employee of the Life Assured/Spouse or
 - iii. A member of the Life Assured's/Spouse's immediate family.
16. **Member or Insured** means a person who meets the eligibility criteria specified in Part F and, whose name has been recorded in the Register of Members.
17. **Member Effective Date** means the date last entered in the Register of Members upon which the Member's insurance cover under this Master Policy and Add-Ons/Riders, if any, commenced.
18. **Modal Premium or Premium** means the amount payable by You to Us at the Policy Commencement Date and at each Premium Due Date to keep the Master Policy in force and effect. This includes extra premium, if any, Add-On/Rider Premium, if any, but excludes taxes.
19. **Nomination** is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
20. **Nominee** means the person named in the Register of Members in respect of each Member, who has been nominated in accordance with Section 39 of Insurance Act, 1938, as amended from time to time.
21. **Policy Anniversary** means the annual anniversary of the Policy Commencement Date.
22. **Policy Commencement Date** means the date specified in the Schedule on which this Master Policy commences.
23. **Policy Year** means a period of twelve (12) months commencing from the Policy Commencement Date or any Policy Anniversary.

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24. **Pre-Existing Disease (PED)** for an insured Member, PED means any condition, ailment, injury or disease:
- That is/are diagnosed by a physician within 48 months prior to the insurance member effective date or
 - For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the insurance member effective date.
25. **Proposal Form** means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Master Policy.
26. **Register of Members** means a register maintained by Us containing details of each Member and updated from time to time, which is deemed to be incorporated in and form part of this Master Policy.
27. **Regulated Entity means i)** Reserve Bank of India (RBI) regulated Scheduled Banks (including Co-operative Banks) ii) NBFC's having certificate of registration from RBI iii) National Housing Bank (NHB) regulated Housing Finance Companies iv) National Minority Development Finance Corporation (NMDFC) and its State Channelizing Agencies v) Small Finance Banks regulated by RBI vi) Mutually aided Corporate Societies formed and registered under the applicable State Acts concerning such societies; vii) Microfinance companies registered under section 8 of the Companies Act, 2013; any other entity which IRDAI may notify from time to time.
28. **Rider** means an insurance cover attached to and forming part of the Policy if opted by You and to the extent specified in the Schedule.
29. **Risk Commencement Date** means the date given in the Schedule from which We accept the risk under this Master Policy and Riders, if any.
30. **Revival** means revival of the Master Policy which has been discontinued due to non-payment of the due Premiums as per the terms and conditions of the Master Policy.
31. **Revival Period** means a period up to 180 days from the date of first unpaid Premium but within the Master Policy Year.
32. **Schedule** means the schedule (including any endorsements) We have issued in connection with this Master Policy, and, if more than one, then the latest in time.
33. **Sum Assured** means the amount payable by Us to the Claimant in accordance with Part C and stated in the register of members record..
34. **We, Us or Our** means the Aviva Life Insurance Company India Limited.
35. **You or Your or the Master Policyholder** means the person named in the Schedule who has concluded this Master Policy with Us.

B. Interpretation

In this Master Policy, where appropriate, references to the singular include references to the plural, references to a gender include the other gender and references to any statutory enactment includes any subsequent amendment to that enactment and reference to days means calendar days only. In case of any conflict in the provisions of this Master Policy Document and Certificate of Insurance, the provisions of this Master Policy Document shall prevail.

PART C

1. Death Benefit

Short Term Plan:

The plan provides life insurance coverage in form of a lump sum benefit. In case of death of the insured member, Sum Assured is payable as a lump sum and subsequently coverage is terminated for that member.

One Year Renewable Group Term Assurance ("OYRGTA Plan"):

The plan provides life insurance coverage in form of a lump sum benefit. In case of death of the insured member, Sum Assured is payable as a lump sum, after deducting due unpaid premiums (if any) for the year and subsequently coverage is terminated for that member.

2. Maturity Benefit

No amount is payable by Us on the termination or expiry of the membership of the Member or the termination of the Master Policy.

3. Riders

Following Riders are available under the product:

- Aviva Group New Critical Illness Non-Linked Rider (UIN: 122B038V03)
- Aviva Group Accidental Death Benefit Non-Linked Rider (UIN:122B039V01)
- Aviva Group Accidental Total and Permanent Disability Non-Linked Rider (UIN:122B040V01)
- Aviva Group Flexi Critical Illness Non-Linked Rider (UIN:122B041V01)

Aviva Group New Critical Illness Non-Linked Rider (UIN:122B038V03) and Aviva Group Accidental Total and Permanent Disability Non-Linked Rider (UIN:122B040V01) cannot be opted together because of overlapping benefits. Please refer rider's sales brochure for rider's details. Similarly, only one rider out of Aviva Group New Critical Illness Non-Linked Rider (UIN:122B038V01) and Aviva Group Flexi Critical Illness Non-Linked Rider (UIN:122B041V01) can be opted.

4. Grace Period:

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Grace Period means the time granted by Us from the due date for the payment of Premium, without any penalty or late fee, during which time the Master Policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the Master Policy. The Grace Period for payment of the premium shall be a period of fifteen (15) days if the premium payment frequency is monthly and thirty (30) days for all half-yearly and quarterly modes, commencing from the date on which the Premium was due. There will no Grace Period for policies for yearly mode policies.

If the death of a Member occurs during the Grace Period, We will pay the Death Benefit after deducting all the due outstanding Premiums for the entire Policy Year from the amount of Death Benefit payable.

5. **Payment of Premium and Grace Period**

- 5.1 If Your Premium Frequency is half-yearly, quarterly or monthly, then the Premium shall be paid on the date corresponding with the commencement Date in every half-year, quarter or month respectively. If the corresponding date does not exist in a particular month, then the last day of that month shall be deemed to be the due date. We will not accept any part payment of the Premium due.
- 5.2 If We do not receive the Premium in full on the due date then, We shall allow a Grace Period for You to pay the unpaid Premium to Us.
- 5.3 If We do not receive the due unpaid Premium in full within the Grace Period then the Master Policy and Riders/Add-Ons, if any, will lapse and no benefit and no other amount shall be payable by Us. However if it can be proved that the Member had paid the Premium to the Master Policyholder and secured a proper receipt then We shall be responsible to such member insured under this policy.
- 5.4 If during a Policy Year a person becomes a Member then You shall pay Pro-rata Premium in respect of that Member. If during a Policy Year a Member ceases to meet the eligibility criteria as laid down in Part F then We shall refund to You the Pro-rata Premium in respect of that Member for that Policy Year.

$$\text{Pro-rata Premium} = N/T \times \text{Modal Premium.}$$

Where N is the number of days yet to be expired till the due date of next Modal Premium and T is the number of days for which Modal Premium is paid

- 5.5 In case the group policy is surrendered by the master policyholder, the Insurer shall give an option to individual members of the group, on such surrender, to continue the coverage and the insurer shall continue to be responsible to serve such members till their coverage is terminated/expires.

PART D

1. **Free Look**

If You are dissatisfied with the terms and conditions of Master Policy and wish to return the same, please send a letter marked to "Customer Services" along with the original Master Policy Document and premium receipt stating reasons for returning. You must exercise the option to return the Master Policy within thirty days of receipt of this Master Policy Document

**In case of non employer-employee scheme, Member can also opt for free-look cancellation within 30 days of the receipt of the COI.*

On receipt of the aforementioned documents We will refund the Premium and Rider/Add-Ons Premium, if any, received (without interest) after deducting proportionate risk premium for the period of cover and expenses incurred on medical examination (if any) and stamp duty charges.

2. **Renewal of Master Policy**

The Master Policy is an annual contract which expires upon the completion of Policy Anniversary unless renewed. The Company reserves the right to accept/decline such renewal and to specify the terms and conditions and Premium payable on renewal.

3. **Surrender Value**

- 1.1 No Surrender Value is payable under this Master Policy.
- 1.2 In case of surrender of Master Policy We shall give an option to the Member on such surrender to continue the Member's cover as an individual policy up till the coverage of the Member under the Master Policy.

4. **Revival**

If Master Policy is lapsed due to non-payment of Premium within the Grace Period it can be revived during the Revival Period subject to receipt of written notice and proposed date of Revival from You to revive accompanied by all due Premiums (including applicable taxes). Please note that it is solely Our discretion, in accordance with Our board approved underwriting policy, to revive the Master Policy at all or to revive the Master Policy on modified terms. If We agree to revive the Master Policy, You shall comply with any requests for information and documentation made by Us. The revival of the Master Policy shall only be effective from the date on which We have issue a written endorsement confirming the revival of the Master Policy. You understand and agree that there is no obligation on Us to revive the Master Policy or to revive it on the same terms and the revival is subject to Our underwriting requirements as applicable from time to time.

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PART E

1. Applicable Charges
Not applicable to the Policy
2. Fund Options
Not applicable to the Policy
3. Fund Name
Not applicable to the Policy

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Part F

General Terms & Conditions

1. Agent's Authority

- 1.1 The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- 1.2 No insurance agent is authorised to amend the Master Policy or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at Your risk and the agent will be acting only as Your representative.

2. Procedure for Payment of Death/Add-Ons Claims

We will pay the Death Benefit to the Claimant if the following documents are provided to Our satisfaction:

- 2.1.1 Completed and signed claim form (including NEFT details and bank account proof as specified in the claim form).
- 2.1.2 Original Certificate of Insurance
- 2.1.3 Original or certified copy of the death certificate issued by the municipal authorities.
- 2.1.4 Certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR) along with cuttings of news paper articles, if any (for unnatural deaths only).
- 2.1.5 Certified Age proof of the Member if not submitted at the time of Member enrolment.
- 2.1.6 Credit Account Statement with respect to the Member in case of Lender Borrower Group Schemes..
- 2.1.7 Valid identification and address proof of the Claimant.
- 2.1.8 Any other documents or information or requirement specified/requested by Us to investigate the claim and to ascertain that the death/Add-On claim pertains to a bonafide Member.

The above documents should be received by Us within ninety days of death of Insured. We may condone the delay beyond ninety days if the Claimant proves to Our satisfaction that the delay was for reasons beyond his control.

3. Eligibility Criteria

- 3.1 Person shall be eligible to become a Member upon all the following being satisfied:
 - 3.1.1 The person is not younger than Age 18 last birthday and not older than Age 79 last birthday for Short Term Plan and OYRGTA Plan at the proposed Member Effective Date;
 - 3.1.2 The Member has signed and dated the membership form containing the Declaration of Good Health, if any, paid the premium and the insurer has accepted the same; and
 - 3.1.3 The Member's name being entered in the Register of Members and updated with Us.
- 3.2 You shall provide Us with any information and/or documentation We request in respect of any actual or prospective Member. If We do not receive the documentation and/or information for that Member within 7 (seven) days of it having been requested, then that Member's name shall be deemed to have been removed from the Register of Members effective from the date of Our request for such information and/or documentation.
- 3.3 Termination of Member's Cover
A Member shall immediately and automatically cease to be a Member upon the occurrence of the earliest of:
 - 3.3.1 Return of Certificate of Insurance under Free Look option; or
 - 3.3.2 Failing to satisfy any of the eligibility criteria specified hereinabove in Article 3.1, or
 - 3.3.3 Your intimation to Us for removal of the name of Member from the Register of Members; or
 - 3.3.4 Death of the Member; or
 - 3.3.5 Termination of the Master Policy; or
 - 3.3.6 Completion of Policy Term if the Master Policy is not renewed.

4. Entire Contract

This Master Policy constitutes the entire contract of insurance between You and Us. We may amend the Master Policy if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the IRDA of India.

5. Fraud, Misstatement and Forfeiture

Fraud, Misstatement and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of section 45 is enclosed in Annexure-1.

5 Nomination should be in accordance with provisions of sec 39 of the Insurance Act 1938 as amended from time to time.

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A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – 2

6 Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time.

A Member can exercise the option to assign his Certificate of Insurance in accordance with Section 38 of the Insurance Act, 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 3.

7 Governing Law

This Master Policy shall be governed by Indian laws. Any disputes or differences arising out of or under this Master Policy shall be subject to the exclusive jurisdiction of Courts at New Delhi.

8 Loss of the Master Policy Document

We will replace a lost Master Policy Document with a fee of Rs 250/- plus applicable taxes. The original policy will cease to have any legally binding impact from the date of issuance of duplicate policy.

9 Acceptance of instructions

We will not act upon any instruction; request or notice from You until supporting information and documentation required by Us has been received by Us.

10 Notices & Correspondence

10.1 All notices and correspondence should be sent in writing to Our address specified in the Schedule or at any of Our branch offices.

10.2 We will send You the Master Policy Document and any other correspondence relating to servicing or administration of the Policy through speed post or courier or any other legally recognized mode of communication (including e-mail), at the address and registered email id provided in the Schedule. You or Your Member must inform Us of change in address (including any change in registered email id), failing which We will continue to correspond at the last recorded address and shall not be held liable in any manner for any losses or damages suffered by You or Your Member due to the above.

11 Suicide

Under non-employer-employee schemes and voluntary groups, if the Member commits suicide within twelve (12) months of the Member Effective Date, we shall pay eighty percent (80%) of the Premiums received in respect of that Member (provided that all Premiums due with respect to that Member have been received till the date of occurrence of the Member's death.) and no other benefit shall be payable..

There is no suicide exclusion applicable to compulsory employer-employee schemes. However, in case any Add-Ons are opted for then Add-Ons respective exclusions shall be applicable.

12 Taxation

12.1 You need to pay all applicable taxes, cess or levies (including Goods and Services Tax, if applicable) over and above the Premium, fees and charges payable by You.

12.2 We will deduct any applicable taxes, as may be in force from time to time from any amounts payable by Us to You. We do not offer any tax advice or consultancy and You are advised to seek the opinion from Your tax advisor in relation to the applicable tax benefits and liabilities. We do not hold any responsibility for Your and/or Nominee's claim to any deduction/s under the tax laws in respect of the amount contributed or accrued/received

13 Termination of Master Policy

The Master Policy will immediately and automatically terminate on the earliest of:

13.1 return of the Master Policy under the Free Look option;

13.2 completion of the Policy Term and the non-renewal of the Master Policy; or

13.3 on the expiry of the Revival Period, if the lapsed Master Policy is not revived.

14 Age

We have calculated the Premium under the Master Policy basis the Age of Member as declared in the Register of Members. If at any time during the Master Policy Term the Age of the Member is found to be higher than the Age declared, We reserve the right to cancel the Master Policy. However, upon Your specific written request, We may consider continuing the Master Policy at revised terms, which may include enhanced Premium and/or reduced benefits payable under the Master Policy. If the age of the Insured is found to be such that he is not eligible for the Master Policy We shall cancel the Master Policy.

15 Territorial Limits & Currency

All premium, taxes, levies and benefits are payable only within India and in Indian Rupees.

PART G

Grievance Redressal Mechanism

For any query, complaint or grievance You can:

a) Call at 1800-103-7766 or E-mail: complaints@avivaindia.com

b) Approach any of Our branch offices or contact Our customer services group at the Head Office at Aviva Life Insurance Company India Limited, 401-A, 4th Floor, Block A, DLF Cyber Park, Sector 20, NH-8, Gurugram , Haryana - 122 016.

If You do not receive any response within 10 days or are not satisfied with the response, You may contact Grievance Redressal Officer (GRO) at

- a) Head Office; or
- b) Call at 0-124-2709046, or
- c) Email: cro@avivaindia.com

If still not satisfied with the response or do not receive a response within 14 days, You may approach the Grievance Cell of the IRDAI on the following contact details:

IRDA of India Grievance Call Centre (IGCC) TOLL FREE NO: 155255 (or) 1800 4254 732

Email ID: complaints@irdai.gov.in

You can also register Your complaint online at

<http://www.igms.irdai.gov.in/>

Address for communication for complaints by fax/paper- Consumer Affairs Department, Insurance Regulatory and Development Authority of India, Survey No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad ,Telangana State – 500032. Phone No- (040)20204000. email: irda@irdai.gov.in.

Alternatively, You may approach the Insurance Ombudsman at the address mentioned in table below or at the IRDA of India's website www.irdai.gov.in, if Your grievance pertains to:

- (a) Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
- (b) Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer ;
- (c) Disputes over premium paid or payable in terms of insurance policy;
- (d) Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- (e) legal construction of insurance policies in so far as the dispute relates to claim;
- (f) policy servicing related grievances against insurers and their agents and intermediaries;
- (g) issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
- (h) non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and
- (i) any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f) .

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the

complaint and the contact information of complainant. As per Rule 14(3) of the Insurance Ombudsman Rules 2017(as amended till date)no complaint to Insurance Ombudsman can lie unless:

a) The complainant makes a written representation to the insurer named in the complaint and—

(i) Either the insurer had rejected the complaint; or

(ii) The complainant had not received any reply within a period of one month after the insurer received his representation; or

(iii) The complainant is not satisfied with the reply given to him by the insurer;

(b) The complaint is made within one year—

(i) After the order of the insurer rejecting the representation is received; or

(ii) After receipt of decision of the insurer which is not to the satisfaction of the complainant;

(iii) After expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant.

No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

Office of the Governing Body of Insurance Council

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI -400021.

Tel:- 022-26106245/ 022-26106980, Fax:- 022-26106949, E mail: inscouncil@gmail.com

List of Ombudsman

(Link)

Annexure 1

Section 45 – Policy shall not be called in question on the ground of misstatement or suppression of material fact after three years

Provisions regarding policy not being called in question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014 are as follows:

No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from

- a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy
- whichever is later.

- 1 On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d the date of rider to the policy
 whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

- 2 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 belief 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 from

- a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy
- whichever is later.

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 misstatement or suppression of material fact ,and not on fraud, the premiums 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. Misstatement or suppression of 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 it 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 which is deemed to have come into force on the 26th day of December 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Laws (Amendment) Act ,2015 Gazette Notification dated March 23 , 2015 for complete and accurate details.]

Annexure 2

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 which is deemed to have come into force on the 26th day of December 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 them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

- 14 If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15 The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 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 (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 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) Act ,2015 which is deemed to have come into force on the 26th day of December 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Laws (Amendment) Act ,2015 Gazette Notification dated March 23 , 2015 for complete and accurate details.]

Annexure 3

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014. 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 authorize agent and attested by at least one witness.
- 5 The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy 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 which is deemed to have come into force on the 26th day of December 2014 shall not be affected by this section.

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