1. PART B

Tata AIA Life Insurance Vital CarePro is a Non Linked Non Participating Health Insurance Plan.

1.1. Basic definitions

"Activities of Daily Living"-The Insured person must need the help or supervision of another person and be unable to perform the task on his/her own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.
The tasks are:
1. Bathing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Getting in and out of bed - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Maintaining personal hygiene - the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
5. Feeding oneself - the ability to feed oneself once food has been prepared and made available.
6. Getting between rooms – the ability to move indoors from room to room on level surface.

"Annualised Premium"shall be the premium paid in a year with respect to the Basic Sum Assured chosen by the policy holder, excluding the underwriting extra premiums and loading for modal premiums, if any

"Basic Sum Assured" is the guaranteed amount of the benefit that is payable on first diagnosis of any one of the covered Critical Illness during the term of the policy of the Life Assured under this Policy. Basic Sum Assured is shown in the Policy Information Page.

"Claimant" means the Policyholder or the Life Assured or the Nominee or the assignee or the legal heir of the Policyholder as the case may be.

"Condition Precedent" shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

Congenital Anomaly refers to a condition (s) which is present since birth, and which is abnormal with reference to form, structure or position.

a. **"Internal Congenital Anomaly"** which is not in the visible and accessible parts of the body.

b. **"External Congenital Anomaly"** which is in the visible and accessible parts of the body.

"**Covered Spouse**" means spouse of policyholder whose life has been opted and affected to be covered under the policy and who is entitled for the benefits under this policy as per the terms & conditions.

Critical Illnessmean illnesses the signs or symptoms of which first commence more than ninety (90) days following the Issue Date or the Commencement (inception) Date or the date of any reinstatement of this Policy, whichever is the latest, and shall include either the first diagnosis of any of the following illnesses or first performance of any of the covered surgeries stated below:

1. **Alzheimer's Disease / Irreversible Organic Degenerative Brain Disorders:** Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's Disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Life Assured. This diagnosis must be supported by the clinical confirmation of an appropriate Registered Medical practitioner who is also a Neurologist and supported by an independent Specialized Medical Practitioner.

   The following are excluded:
   i. Non-organic disease such as neurosis and psychiatric illnesses; and
   ii. Alcohol-related brain damage.

2. **Benign Brain Tumour:** A benign intracranial tumour where the following conditions are met:
   i. The tumour is life threatening;
   ii. It has caused damage to the brain; and
   iii. It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit.

   The following are excluded: cysts, granulomas, vascular malformations, haematomas, and tumours of the pituitary gland or spine, tumours of the acoustic nerve, Calcification, Meningiomas.

   Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.

3. **Cancer of Specified Severity:** A malignant tumour characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

   The following are excluded –

   1. Tumours showing the malignant changes of carcinoma in situ &tumours which are histologically described as premalignant or non invasive, including but not limited to: carcinoma in situ of breasts, cervical dysplasia CIN-1, CIN -2 & CIN-3.
   2. Any skin cancer other than invasive malignant melanoma
   3. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
   4. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
   5. Chronic lymphocyticleukaemia less than RAI stage 3
   6. Microcarcinoma of the bladder
   7. All tumours in the presence of HIV infection.

4. **Coma of Specified Severity:** A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
   - No response to external stimuli continuously for at least 96 hours;
   - Life support measures are necessary to sustain life; and
   - Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

   The condition has to be confirmed by a specialist medical practitioner.
   Coma resulting directly from alcohol or drug abuse is excluded.

5. **First Heart Attack of Specified Severity:** The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:
   a) A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
   b) New characteristic electrocardiogram changes
   c) Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

   The following are excluded:
   - Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;
   - Other acute Coronary Syndromes
   - Any type of angina pectoris.

6. **Kidney Failure Requiring Regular Dialysis:** End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out.
   Diagnosis has to be confirmed by a specialist medical practitioner.

7. **Major Organ /Bone Marrow Transplant:** I. The actual undergoing of a transplant of:
   i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
   ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

   II. The following are excluded:
   - Other stem-cell transplants
   - Where only Islets of Langerhans are transplanted

8. **Motor Neurone Disease With Permanent Symptoms:** Motor Neurone Disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

9. **Multiple Sclerosis with Persisting Symptoms:**

I. The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
   i. Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
   ii. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
   iii. Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.

II. Other causes of neurological damage such as SLE and HIV are excluded.

10. **Open Chest Coronary Artery Bypass Surgery:** The actual undergoing of surgery for the correction of one or more open chest coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

    Excluded are:
    (1) Angioplasty and/or any other intra-arterial procedures
    (2) Any key-hole or laser surgery

11. **Open Heart Replacement Or Repair Of Heart Valves:** The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/ valvuloplasty are excluded.

12. **Parkinson's Disease:** Unequivocal Diagnosis of Parkinson's Disease by a Registered Medical Practitioner who is a neurologist where the condition:
    a) Cannot be controlled with medication;
    b) Shows signs of progressive impairment; and

Activities of Daily Living assessment confirms the inability of the Insured to perform at least three (3) of the Activities of Daily Living as defined the Policy, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons.

Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinson's Disease are excluded.

13. **Permanent Paralysis of Limbs:** Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

14. **Stroke Resulting in Permanent Symptoms:** Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain.
    Evidence of permanent neurological deficit lasting for atleast 3 months has to be produced.
    The following are excluded:
    - Transient ischemic attacks (TIA)
    - Traumatic injury of the brain
    - Vascular disease affecting only the eye or optic nerve or vestibular functions.

15. **Surgery to the Aorta:** The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra-arterial techniques are excluded.

"Date of Commencement" is the date when coverage under this Policy commences and is mentioned on the Policy Information Page.

"Date of Diagnosis" is the date when the diagnosis is first confirmed by test reports or consultation report or note signed by a registered medical practitioners.

"Diagnosis" refers to theact or process of identifying or determining the nature and cause of a disease or injury, by a registeredmedical practitioner, through evaluation of patient's history, examination, and review of laboratory data. It must be supported by clinical, radiological, histological,histo-pathological and laboratory evidence and also surgical evidence wherever applicable.

"Exclusions" - No benefits will be payable for any event which is a direct or indirect result of any conditions mentioned below. Without prejudice to the exclusions mentioned elsewhere in this document, the following exclusions shall apply to the benefits admissible under this policy.

1. Any critical illness or it's signs or symptoms having occurred within 90 days of policy issue date or reinstatement date.
2. Any condition, ailment or injury or related condition(s) for which the policyholder had signs or symptoms, and / or were diagnosed, and / or received, medical advice / treatment within 48 months to prior to this policy issued by the insurer.
3. Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immuno-deficiency Virus (HIV).
4. Failure to seek medical advice of or treatment by a medical practitioner, the LifeAssured has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this policy.
5. Self-inflicted injuries, attempt to suicide, insanity, and deliberate participation of the Life Insured in an illegal or criminal act.
6. Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified medical practitioner
7. A congenital condition of the Insured that is present from birth and first diagnosed prior to age 12.

8. Accidental physical injury or illness caused by engaging in hazardous sports / pastimes, i.e. taking part in (or practicing for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off pastel skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport, bungee jumping, hand gliding etc. or any injury, sickness or disease received as a result of aviation (including parachuting or skydiving), gliding or any form of aerial flight other than on a scheduled commercial airline as a bona fide passenger (whether fare paying or not), pilot or crew member.
9. War – whether declared or not, civil commotion, breach of law with criminal intent, invasion, hostilities (whether war is declared or not), rebellion, revolution, military or usurped power or willful participation in acts of violence.
10. Radioactive contamination due to nuclear accident.
11. Diagnosis and treatment outside India. However, this exclusion shall not be applicable in the following countries: Canada, Dubai, Hong Kong, Japan, Malaysia, New Zealand, Singapore, Switzerland, USA, and countries of the European Union. The company may review the above list of accepted foreign countries from time to time on the basis of Board Approved Underwriting Policy & Board Approved Claims Manual. Claims documents from outside India are only acceptable in English language unless specifically agreed otherwise, and duly authenticated. No separate loading will be charged for treatment outside India and all the payments under this plan will be made in Indian Rupees only

"Floater Benefit" means the Sum Insured as specified for a particular Insured and the Spouse as covered under the policy, is available for any or both for claim during the tenureof the policy.

"Hospital"means any institution established for in-patient care and day care treatment of illness and/ or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of section 56(1) of the said Act orcomplies with all minimum criteria as under:

(i) Has qualified nursing staff under its employment round the clock
(ii) Has at least 10 in-patient beds, in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places
(iii) Has qualified medical practitioner (s) in charge round the clock
(iv) Has fully equipped operation theatre of its own where surgical procedures are carried out.
(v) Maintains daily records of patient and will make these accessible to the insurance company'sauthorized personnel

"Illness" meansa sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the policy period and requires medical treatment.

a. **Acute Condition**– AcuteCondition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return a person to his or her state of health immediately before suffering the disease/ illness /injury which leads to full recovery.
b. **Chronic Condition** – A Chronic Condition is defined as a disease, illness, or injury that has one or more of the following characteristics:- it needs ongoing or long term monitoring through consultations, examinations, check-ups and/ or tests – it needs ongoing or long term control or relief of symptoms – it requires your rehabilitation or for you to be specially trained to cope with it – it continues indefinitely – it comes back or is likely to come back.

"Injury" means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a medical practitioner.

"Interpretation" Whenever the context requires, the masculine form shall apply to feminine and singular terms shall include the plural.

"Life Assured" / "Life Insured" / "Insured" means the person whose life is Insured under the Policy as shown on the Policy Information Page.

"**Maturity / Expiry Date**" of this Policy is shown on the Policy Information Page and all benefits under the Policy shall cease to exist.

"Medical advice" refers to any consultationor advice from a medical practitioner including the issue of any prescription or repeat prescription.

"Medical Practitioner"is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council of the Indian Medicine or for Homoeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of license; but excluding a Physician who is the Insured himself or an agent of the Insured, an insurance agent, business partner(s) or employer/employee of the Insured or a member of the Insured's immediate family.

"**Outstanding amount**" means any, unpaid premiums, deductibles and any other amounts owed to the Company.

"Policy" means this contract of insurance.

"Policy Anniversary" refers to the same date each year as the Policy Date.

"**Policy Date**" as shown in the Policy Information Page is the date from which Policy Anniversaries, Policy Years, Policy Months and Premium Due Dates are determined.**"Premium Payment Term"** is the number of years that premium is payable for and is mentioned on the Policy Information Page.

"Policy Term" is the maximum period in years for which the policy can remain in force and is mentioned on the Policy Information Page.

"Pre-existing disease" refers to any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received, medical advice / treatment within 48 months to prior to this policy issued by Us.

"Revival Date" is the approval date of revival of the Policy.

"Specialized Medical Practitioner" is a person who holds a Masters degree in the field of medicine or surgery and valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

"Surgery" – Surgery or surgical procedure means manual and / or operative procedure(s), required for treatment of an illness or injury, correction of deformities or defects, diagnosis and cure of disease, relied of suffering or prolongation of life, performed in a hospital or day care center by a medical practitioner.

"Survival Period" - The Life Insured should survive for period of at least thirty days following diagnosis of Critical Illness.

"Waiting period" - Claim for critical illness will only be accepted if the illness has occurred after the expiry of ninety (90) days from the date of Commencement Date (same as date of inception) or Reinstatement date, whichever is later, of this Policy.

"**We**", "**Us**", "**Our**" or "**Company**" refers to Tata AIA Life Insurance Company Limited.

"**You**" or "**Your**" means the Policyholder of this Policy as shown in the Policy Information Page

2. PART C

2.1. Key Benefits

2.1.1. Critical Illness Benefit

Critical Illness mean illnesses the signs or symptoms of which first commence more than ninety (90) days following the Issue Date or the Commencement (inception) Date or the date of any reinstatement of this Policy, whichever is the latest, and shall include either the first diagnosis of any of the covered illnesses or first performance of any of the covered surgeries mentioned in the policy provisions.

We shall pay the benefit according to any of the 4 options exercised by You as given below. This option has to be chosen at inception only.

(1) Option A - Individual Life
- Pro Care - Lumpsum Benefit in case of individual life
- Pro Care Plus - Lumpsum Benefit with Income Loss Benefit in case of individual life

(2) Option B - Joint Life
- Duo Care - Lumpsum Benefit in case of Joint Life
- Duo Care Plus - Lumpsum Benefit with Income Loss Benefit in case of Joint Life

(1) Individual Life:

a) <u>Pro Care</u>

Lumpsum Benefit

In case of first diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below)during the term of the policy, 100% Basic Sum Assured shall be payable provided he/she survives for a period of at least 30 days from first diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below). No benefit is payable if death of the Insuredoccurs before completion of 30 days from diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below). No further Critical Illness claim will be payable and policy will be terminated on payment of Critical Illness benefit.

b) <u>Pro Care Plus</u>

Lumpsum Benefit PlusIncome Loss Benefit

In case of first diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below)during the term of the policy, provided he/she survives for a period of at least 30 days from first diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below),you get 100% of Basic Sum Assured on diagnosis of first Critical Illness /after undergoing a covered surgery and an additional amount equal to $1/120^{th}$ of the Basic Sum Assured shall become payable every month for a period of 120 months starting from the next monthly anniversary of Lumpsum payment. The total income payout will be 100% Basic Sum Assured. No benefit is payable if death of the Insuredoccurs before completion of 30 days from diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below). This payout will continue even after the death of the Insured till the payout is completed for 120 months. No further Critical Illness claim will be payable and the policy will terminate at the end of 120 months.

In case of death of the Insured and upon receipt of the intimation, subsequent payments of Income loss benefit will be made to the nominee. The nominee can opt for any one of the following options:

i. Discounted value of the remaining payouts at discount rate of 4.00% p.a. Or

ii. Remaining monthly benefit as per the schedule

(2) Joint Life Coverage

If this benefit is chosen-

- You and your spouse, both shall be covered in this policy.
- Both lives under Joint Life option are "Insured". Upon first diagnosis of any of the 15 covered critical illnesses or first performance of any of the covered surgeries (as listed below) on any of the life, the other life ceases to be Insured.
- This will be a floater benefit with both lives having a single Sum Assured.
- This option can be chosen only at the policy inception.

In case of first diagnosis of any of the covered illness / first performance of any of the covered surgeries (as listed below) for any of the Insured, Lumpsum benefit or Lumpsum benefit along with income benefit (as per the plan option chosen) will be paid to the Insured, provided he/she survives for a period of at least 30 days post the diagnosis/performance of such eventInsured.

c. Duo Care

Lumpsum Benefit:

In case of first diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below)for any of the Insured member during the term of the policy, 100% Basic Sum Assured shall be payable provided he/she survives for a period of at least 30 days from first diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below). No benefit is payable if death occurs before completion of 30 days from diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below). No further Critical Illness claim will be payable and policy will be terminated on payment of Critical Illness benefit.

d. Duo Care Plus

Lumpsum Benefit PlusIncome Loss Benefit

In case of first diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below) for any of the Insured member during the term of the policy, provided he/she survives for a period of at least 30 days from first diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below), you get 100% of Basic Sum Assured on diagnosis of first Critical Illness /after undergoing a covered surgery and an additional amount equal to $1/120^{th}$ of the Basic Sum Assured shall become payable every month for a period of 120 months starting from the next monthly anniversary of Lumpsum payment. The total income payout will be 100% Basic Sum Assured. No benefit is payable if death occurs before completion of 30 days from diagnosis of any of the covered illnesses / first performance of any of the covered surgeries (as listed below). This payout will continue even after the death of the Insured till the payout is completed for 120 months. No further Critical Illness claim will be payable and the policy will terminate at the end of 120 months.

In the event of both the insured members being diagnosed of a critical illness simultaneously, the benefit will be paid to the primary insured.

In the event of death of the Insured member, subsequent to Income loss benefit becomes payable, the remaining payouts will be made to surviving spouse. The spouse can opt for any one of the following options:

i. Discounted value of the remaining payouts at discount rate of 4.00% p.a. Or
ii. Remaining monthly benefit as per the schedule.

In the event of death of both the covered members, subsequent to Income loss benefit becomes payable, the remaining payouts will be made to nominee. The nominee can opt for any one of the following options:

i. Discounted value of the remaining payouts at discount rate of 4.00% p.a. Or
ii. Remaining monthly benefit as per the schedule.

"First Diagnosis" refers to the first diagnosis of any of the illnesses covered (as listed above) during the term of the policy.

In case of a joint life cover, "Primary Insured" shall be the male life.

2.1.2. Maturity Benefit

There is no maturity benefit in this plan.

2.1.3. Bonus

There is no bonus payable in this plan.

2.1.4. Death Benefit

Under Joint Life cases, in the event of death of one of the Insured member before any Critical Illness claim, the policy will continue on surviving life for the remaining policy term. The premiums will be charged from next premium due date based on the individual premium rate as applicable at the time of policy inception.

2.1.5. Survival Benefit

There is no survival benefit in this plan.

2.2. Premium details

2.2.1. Plan change / Conversion option

Plan change/ Conversion is not allowed under this Policy

2.2.2. Payment

a. All premiums are payable on or before their due dates to us either at our issuing office or to our authorized Officer or Cashier.
b. Collection of advance premium shall be allowed, if the premium is collected within the same financial year.
c. The Premium so collected in advance shall only be adjusted on the due date of the premium.

2.2.3. Change of frequency of premium payment

You may change the frequency of premium payments by written request. Subject to our minimum premium requirements, premiums may be paid on annual, semi-annual or monthly mode at the premium rates applicable on the Issue Date.

2.2.4. Default

After payment of the first premium, failure to pay a subsequent premium on or before its due date will constitute a default in premium payment.

2.2.5. Grace period

A Grace Period of fifteen (15) days for monthly mode and thirty (30) days for all other modes, from the due date will be allowed for payment of each subsequent premium. The Policy will remain in force during this period. If any premium remains unpaid at the end of its Grace Period, the Policy shall lapse and have no further value. If any claim occurs during the grace period, the Critical Illness claim shall be paid after deducting any due premium before settlement.

2.2.6. Deduction of premium at claim

If a claim is payable under this Policy, any balance of the premiums due for the full policy year in which Critical Illness occurs shall be deducted from the proceeds payable under the Policy.

2.3. Other benefits and features

2.3.1. Payment of benefits

The benefit under the Policy shall be payable to the Claimant who will be either the Policyholder, Life Assured, Nominee(s), Legal Heir(s) or a legal representative as declared by a Court of competent jurisdiction.
Once the benefits under this Policy are paid to a Claimant, the same shall constitute a valid discharge of Our liability under this Policy.

2.3.2. Modal Loading

The Regular Premium can be paid either annually, half-yearly, Quarterly or monthly mode

Modal loading on premiums is as mentioned below:

Annual Premium Rate	: Multiply Annual Premium Rate by 1 (i.e. No loading).
Half-Yearly Premium Rate	: Multiply Annual Premium Rate by 0.51
Quarterly Premium Rate	: Multiply Annual Premium Rate by 0.26
Monthly Premium Rate	: Multiply Annual Premium Rate by 0.0883

3. PART D

3.1. Free look period

If you are not satisfied with the terms & conditions/features of the policy, you have the right to cancel the policy by providing a written notice to the Company and receive the refund of all premiums paid without interest after deducting proportionate risk premium (as applicable), if any, for the period of cover, stamp duty and medical examination cost along with Service Tax including Surcharge and Cess, which have been incurred for issuing the policy. Such notice must be signed by you and received directly by the Company within 15 days from the date of receipt of the policy document by you or person authorized by you. The said period of 15 days shall stand extended to 30 days, if the policy is sourced through distance marketing mode, which includes every activity of solicitation (lead generation) and sale of insurance products through voice mail, SMS, electronic mode, physical mode (like postal mail) or any other means of communication other than in person.

3.2. Revival

If a premium is in default beyond the Grace Period, it may be revived, in accordance with prevailing underwriting guidelines duly approved by the Board within two years after the due date of the first unpaid premium and before maturity subject to: (i) Your written application for revival; (ii) production of Life Assured's current health certificate and other evidence of insurability satisfactory to Us; (iii) payment of all overdue premiums with interest;. Interest on premiums will be compounded at an annual rate which We shall determine.

Any evidence of insurability requested at the time of revival will be based on the prevailing underwriting guidelines duly approved by the Board.

Any revival shall only cover loss or Life Assured event which occurs after the Revival Date.

The applicable interest rate for revival is determined using the SBI deposit rate (for tenure '1 year to less than 2 years'), plus 2%.Any alteration in the formula will be subject to prior approval of IRDA of India.

For joint lives, evidence of insurability requested at the time of revival shall be on both the lives. If one of the lives does not qualify, the policy will continue on the remaining life for the outstanding policy term. The premiums will be charged from next premium due date based on the individual premium rate as applicable at the time of policy inception.

3.3. Loan

Loan facility is not allowed under this Plan

3.4. Non forfeiture provisions

When the due premium for the policy is not paid within the grace period, the policy shall lapse from the due date of unpaid premium and no benefits will be payable.

3.4.1. Surrender Benefit

There is no surrender benefit available under this Plan.

3.4.2. Reduced Paid-Up

There is no Reduced Paid-Up available under this Plan.

3.5. Termination

All coverage under this product shall automatically terminate on the occurrence of the earliest of the following:

1. End of the policy term under Pro Care and Duo Care options
2. End of the Income Loss benefit under Pro Care Plus and Duo Care Plus options
3. Date of death of the Insured in case of Pro Care option
4. Death of both lives in case of Duo Care option
5. Upon payment of Lumpsum benefit in case of Pro Care and Duo Care options
6. If the Basic policy is not revived within revival period of the base policy

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

4. PART E

Not Applicable for this Product

5. PART F

5.1. The Policy Contract

This Policy Contract is issued on the basis of the details provided by You in the Proposal Form and the Declaration signed by You, on receipt of the required premium amount and any attached endorsement given at the time of issuing this Policy. The Policy, proposal for it, the Policy Information Page and any attached endorsements constitute the entire contract. The terms and conditions of this Policy cannot be changed or waived except by endorsement duly signed by Our authorized officer.

Your Policy consists of the basic insurance plan and any endorsements which may be attached to it

5.2. Fraud, Misrepresentation and Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time.
The simplified version of the provisions of Section 45 is enclosed in annexure – (3) for reference.

5.3. Suicide

No benefit is payable in case of death due to Suicide by the Life Assured. In case of Joint Life the policy will continue on the life of surviving Life Assured.

5.4. Misstatement of age and gender

Subject to Section 45 of the Insurance Act, 1938 as amended from time to time.
This Policy is issued at the age and gender shown on the Policy Information Page which is the Life Assured's declared age at last birthday and declared gender in the proposal. If the age and/or gender is misstated and higher premium should have been charged, the benefit payable under this Policy shall be after deduction of such difference of premium along with interest thereon. In such cases, the policy shall be subject to re-underwriting and the Sum Assured shall be subject to Your eligibility as per Our Underwriting norms and the premium to be deducted shall be calculated proportionately on such Sum Assured payable. If the Life Assured's age/gender is misstated and lower premium should have been charged, the Company will refund any excess premiums paid without interest. If at the correct age/gender it is found that the Life Assuredwas not eligible to be covered under this Policy pursuant to our Underwriting rules, the Policy shall be void-ab-initio and the Company will refund the Total Premiums paid without interest after deducting all applicable charges like medical, Stamp duty, Proportionate Risk premium along with service tax, etc., incurred by the Company under the Policy.

5.5. Loss Of Policy Document

If the Policy Document is lost or destroyed, then at the request of the policyholder, the Company, will issue a duplicate Policy Document duly endorsed to show that it is issued following the loss or destruction of the Original Policy Document. Duplicate policy will be issued after furnishing of Indemnity Bond and payment of charges for preparing duplicate policy and stamp fee by policyholder.

Upon the issue of the Duplicate Policy Document, the Original Policy Document immediately and automatically ceases to have any validity. The Company will charge a fee of Rs. 250 along with the Service tax, for the issuance of a duplicate Policy Document. These charges are subject to revision by the Company from time to time.

The Policyholder has to also submit an Indemnity Bond executed on Rs.200 Stamp paper along with a Policy Lost Declaration

5.6. Nomination

Nomination allowed as per provisions of Section 39 of the Insurance Act 1938 as amended from time to time. In this plan the child is the compulsory nominee.
The simplified version of the provisions of Section 39 is enclosed in annexure – (2) for reference.

5.7. Assignment

Assignment is not allowed under this policy.

5.8. Currency and place of payment

All amounts payable either to or by Us will be paid in the Indian currency. Such amounts will be paid by a negotiable bank draft or cheque drawn on a bank or NEFT (National Electronic Funds Transfer) or electronic clearing systems. All amounts due from Us will be payable from Our office.

5.9. Freedom from restrictions

Unless otherwise specified, this Policy is free from any restrictions upon the Life Assured as to travel, residence or occupation.

5.10. Taxes

Service Tax including Surcharge and Cess is payable on Life Insurance premium as per applicable laws. All taxes, duties, surcharge, cesses or levies, (including but not limited to Service Tax and TDS), as may be imposed by Government or any statutory authority from time to time, on the premiums payable and benefits secured under Policy, shall be borne and paid by the Policyholder.

5.11. Change in Basic Sum Assured

Increase / Decrease in Basic Sum Assured is not allowed in this Policy.

5.12. Claims

Notice of Claim – All cases of Critical Illness claim must be notified to us in writing within 90 days of occurrence of event. However, we may condone delay on merit for delayed claims where the reason for delay is proved to be for reasons beyond the control of the claimant.
Please note Critical Illness claim will be paid to the rightful claimant.

Filing Proof of Claim – Affirmative proof of loss and any appropriate forms as required by Us must be completed and furnished to us, at the claimant's expenses, within 90 days after the date the Insured event happens, unless specified otherwise. A list of primary claim documents listing the normally required documents is attached to the Policy. Submission of the listed documents, forms or other proof, however, shall not be construed as an admission of liabilities by the Company.

We reserve the right to require any additional proof and documents in support of the claim.

5.13. Claims requirements

Type of Claim	Requirements for Critical Illness Claim
Critical Illness	A. Claim Forms • Part I: Application Form for Critical Illness Claim (Claimant's Statement) along with NEFT form • Part II: Confidential Medical Report -to be filled by attending physician
	B. Hospital Bills for the confinement.
	C. Attested True Copy of Indoor Case Papers of the Hospital
	D. Discharge Summary of Present and Past Hospitalizations
	E. Photo Identity of Life Assured with age and address proof
	F. Bank Details of the claimant – Cancelled cheque (with printed name and account number)/bank passbook and NEFT Form
	G. Certificate of Diagnosis
	H. Medical Examination Certificate (First Consultation Notes).
	I. All related clinical Reports pertaining to the claim event – • Laboratory test reports • X-Ray / CT Scan / MRI Reports & Plates, Ultrasonography Report • Histopathology Report • Clinical / Hospital Reports • Angiography Reports & Plates • Others (please specify)
	J. All follow-up Consultation Notes in relation to the hospitalized condition.
If Claims is due to accidental causes (submit in addition to the above)	K. All police reports - First Information Report, Final Investigation Report

Medical Examination– We reserve the right to request medicalexamination of the Life Assured. In the event of the Company requesting for a medical examination, the cost of such medical examination shall be borne by Tata AIA Life.

Proof of Continuing Loss – In the case of other losses aswe deem appropriate, we will require, at reasonable intervals, proof ofcontinuing loss. If such proof is not submitted as required,or loss ceases, claims for such loss willnot be considered.

Note -

- In case the claim warrants any additional requirement, the Company reserves the right to call for the same.
- Notification of claim & submission of the claim requirements does not mean admission of the claim liability by the Company.

Proof of Occurrence of an Insured Event - Proof of occurrence of any Insured event covered by this policy must be supported by:
1. Appropriate Specialist Medical Practitioners registered in India (or other country approved by Tata AIA Life), not being the policy owner, Life Insured or the respective partner or spouse or relatives.
2. Confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence, and,
3. If the Insured event requires a surgical procedure to be performed, the procedure must be the usual treatment for the condition and be medically necessary.

5.13.1. Claims Intimation Process

Do you know about the claimintimationprocess?
Please inform the company immediately upon occurrence of event.
Mentioned below is a list of various mediums through which you can contact us.

a. Email - Customercare@tataaia.com
b. Walk into any of the Company branch office
c. Write directly to us (our HO address)

5.14. Force majeure

If the performance by the Company of any of its obligations herein shall be in any way prevented or hindered in consequence of any act of God or State, Strike, Lock out, Legislation or restriction of any Government or other authority or any other circumstances beyond the anticipation or control of the Company, the performance of this contract with prior approval of IRDA of India shall be wholly or partially suspended during the continuance of the Force Majeure event and the company will resume the contract terms and conditions when such event cease to exist.

6. PART G

Consumer information

6.1. Policyholder's servicing

With regards to any query or issue related to the Policy, the Policyholder can contact the Company through the following service avenues

- Contact your Tata AIA Life Agent / Distributor
- Call our helpline numbers at 1-860-266-9966 (local charges apply)
- E-mail at customercare@tataaia.com
- Visit the nearest the Tata AIA life branch or CAMS Service Center
- Log on to Online Customer Portal by visiting www.tataaia.com

6.2. Grievance redressal procedure

1) Resolution of Grievances

Customers can register their grievances through multiple service avenues:

- **Call our helpline number 1-860-266-9966 (local call charges apply)**
- **Email us at life.complaints@tataaia.com**
- **Login to online policy account on www.tataaia.com**
- **SMS SERVICE to 58888 to receive a call back from our Customer Service Representative**
- **Visit any of the nearest Tata AIA Life branches or CAMS Customer Service Center**
- **Contact your Tata AIA Life agent or distributor**
- **Write to us on the following address:**

Grievance Redressal Department Tata AIA Life Insurance Company Limited B- wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West), Pin Code – 400 607, Maharashtra.

-We shall acknowledge a customer's grievance within 3 business days by providing the customer with the name of the Grievance Redressal Executive who is responsible to handle the grievance and who shall interact with the customer for any clarification.

- All grievances shall be handled to the best of Our abilities while adhering to regulatory timelines.

2) **Escalation Mechanism**

In case the customer is not satisfied with the decision of the above offices, or has not received any response within the stipulated timelines, he, may write to the following official for resolution:

In case customers are not satisfied with the decision of the above offices, or has not received any response within the stipulated timelines, they may contact the following officials for resolution:

- 1st level of Escalation: Sr. Manager- Customer Service
- 2nd level of Escalation: Head - Customer Service
- 3rd level of Escalation: Grievance Redressal Officer (GRO)

For escalations, customers can email to **head.customerservice@tataaia.com** or write to –
Tata AIA Life Insurance Company Limited,
B-Wing, 9th Floor,
I-Think Techno Campus, Behind TCS,
Pokhran Road No.2, Close to Eastern Express Highway,
Thane (West) – 400 607

Maharashtra

We request our customers to follow the escalation mechanism in case of non receipt of response or unsatisfactory response from the concerned persons mentioned above.

3) If you are not satisfactory with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO:155255
Email ID: complaints@irda.gov.in

You can also register your complaint online at http://www.igms.irda.gov.in/
Address for communication for complaints by fax/paper:
Consumer Affairs Department
Insurance Regulatory and Development Authority of India
9th floor, United India Towers, Basheerbagh
Hyderabad – 500 029, Andhra Pradesh
Fax No: 91- 40 – 6678 9768

4) Insurance Ombudsman:

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

Please refer to our **website www.tataaia.com**for further details in this regard.
The list of Ombudsman address is attached as Annexure 1
The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant. As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

- **Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer**
- **Within a period of one year from the date of rejection by the insurer**

If it is not simultaneously under any litigation

For further information or latest updated list of Ombudsman Office addresses, kindly visit the IRDA of India website http://www.policyholder.gov.inOmbudsman / List of Insurance Ombudsmen OR our website www.tataaia.com

Annexure 1

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES (As on 01-01-2015)		
Office of the Ombudsman	**Office Details**	**Jurisdiction of Office Union Territory, District**
AHMEDABAD	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

	Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in	
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur,

	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in	Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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. The extant provisions in this regard are as follows:

01. 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.

02. 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.

03. Nomination can be made at any time before the maturity of the policy.

04. 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.

05. 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.

06. 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.

07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

08. 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.

09. 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.

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 Law (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 for complete and accurate details.]

Annexure 3

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws- (Amendment) Act, 2015 are as follows:

01. 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.

02. 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.

03. 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.

04. 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.

05. 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.

06. 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.

07. 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.

08. 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.

09. 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 Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]