

GENERAL

In this contract, “we”, “us”, “our”, “insurer” “BSLI” or “the company” will refer to Birla Sun Life Insurance Company Limited, or any of its successors

This is a One Year Renewal Group Term Insurance Plan and the terms and conditions of the plan are as mentioned under this contract

BSLI may amend or place endorsement/s to this Policy from time to time for any changes agreed to by the Policyholder and BSLI and any such amendments or endorsement/s will form part of this policy.

Please read this policy document carefully.

DEFINITIONS

"Certificate of Insurance (COI)" means statement evidencing the Coverage of the Member under the Policy, subject to the terms and conditions of the Policy.

"Coverage" means the death benefit payable in respect of member under the Policy.

"IRDAI" means the Insurance Regulatory and Development Authority of India.

"Member " means a person admitted for the benefits under the Policy as per the scheme rule, for whom complete data and premium is received and risk is accepted by BSLI and whose coverage is in effect

"Nominee" means the person or persons last nominated by the Member and registered with policyholder to receive the benefits under this policy in the event of the Member's death while being covered under this policy.

"Policy" means the BSLI Pradhan Mantri Jeevan Jyoti Bima Yojana taken by the Policyholder for providing coverage to its Members.

"Policyholder" means the group administrator/bank who would administer the scheme on behalf of the insured members and as defined in the Policy Schedule

"Policy Issue Date" means the date on which this Policy is issued by the company.

"Policy Effective Date" means the date on which your rights and benefits under this Policy begin, as shown in your Policy Schedule.

"Member Data List" means list having names of Members Insured, Age, premium, Coverage term, Coverage Expiry Date and sum assured.

"Sum Assured" means the amount that BSLI will pay as specified in the Policy Schedule

"Premium Due Dates" means the date on which premium becomes payable.

"Policy Renewal Date" shall mean the same date at the end of each policy year as the Policy Issue Date.

"Rules of the Scheme" means scheme rules as notified by the Government of India under Pradhan Mantri Jeevan Jyoti Bima Yojana from time to time.

BSLI PMJBY

Ver 1/September/2015

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PREMIUM PROVISIONS

Policy Premium

The Policyholder shall pay the annual premium in advance as calculated by BSLI for all the lives insured, before the Policy Renewal Date every year. BSLI will not accept part/short premium on any occasion or for any reason. The Policyholder shall pay the premium for new Members in the same month when received.

Premium payment conditions

a. Members joining the scheme on or before the policy issue date will be able to do so with payment of the full year's premium, however, the insurance cover will commence on policy issue date.

b. Members joining the scheme after the policy issue date but before any last date as per Scheme rules will be able to do so with submission of good health declaration and payment of the full year's premium even though they will be covered from date of premium debit till next policy renewal date only.

c. Members willing to join the scheme thereafter will be able to do so as per Scheme rules with submission of good health declaration and payment of the full year's premium, however the initial cover so granted will be valid till next policy renewal date only.

d. Premium amount payable would be as specified by the Government of India from time to time and would be in accordance with the scheme rules.

The premium rate at each subsequent renewal date is reviewable based on the annual claims experience, governments rule and subject to prior IRDAI approval.

POLICY BENEFIT PROVISIONS

Death Benefit

The cover for the group of Members in respect of whom the premium has been so calculated would commence on receipt of the full premium so computed in respect of all such Members and acceptance of risk on underwriting, if any, in respect of any individual Member.

In an event of the death of the Member, BSLI shall pay the Sum Assured as mentioned in this contract to the beneficiary /nominee of the member.

The death benefit payable will be subject to the following:-

- Death Benefits payable under Pradhan Mantri JeevanJyotiBimaYojana across all bank accounts and insurance companies for any insured member shall be Rs. 200,000.
- In case a member is covered with multiple insurers through a single or multiple bank accounts and premium is received in respect of all covers, the insurance cover will be restricted to Rs. 200,000 (Rupees two lakhs) by admitting the claim on the first application based on the date of enrolment. In case, a death claim has already been settled by any other insurer in respect of any insured member, BSLI shall not have any liability to admit any claim on the member.

Maturity Benefit

There is no maturity benefit payable under this plan.

Surrender Benefit

There is no benefit payable on survival or surrender under this policy.

POLICY PROVISIONS

Policy Lapse

If we do not receive the premium by the Policy Renewal Date, this policy will lapse immediately with effect from the last unpaid premium due date.

Termination of Cover

The Cover in respect of any Member under this policy will terminate on the earliest of the following dates:

- Expiry of Policy Term or member coverage term and non renewal thereafter
- Date on which due premiums for this cover remaining unpaid
- Date of death of the Member
- On Member attaining maximum maturity age subject to annual renewal upto that date
- Closure of account with the bank or insufficiency of balance to keep the insurance in force
- Technical or administrative issues at Policyholder's end or
- Coverage under multiple bank accounts and Premium being received inadvertently. In such case, the cover shall be restricted to Rs. 2 lacs only and the received premium shall be liable to be forfeited.

The policy can also terminate in accordance with the changes in the Rules of the Scheme notified by the Government of India under Pradhan Mantri Jeevan Jyoti Bima Yojana from time to time.

Termination of policy by Policyholder

If the Policyholder gives written notice to BSLI that this entire policy is to terminate, this policy will terminate on the earlier of the following dates for those Members insured who do not opt to continue cover to the next renewal date:

- Date specified in the notice
- Next policy renewal date

The Member also has the option to continue their coverage in the event the master policyholder has surrendered the policy but only till the next policy renewal date.

Reinstatement

If the premium is not received by the Policy Renewal Date and the coverage expires, BSLI will consider requests from the policyholder to reinstate the coverage for those members who wish to rejoin the Scheme by paying the annual premium and submitting a self-certificate of good health subject to the policy eligibility criteria.

Policy Loan

No loan is available under this policy.

Not Applicable (as this is not a unit linked plan)

SAMPLE

GENERAL PROVISIONS

Contract

Your contract includes this policy document, the application for the policy and any amendments agreed upon in writing after the policy is issued. The contract also includes declarations given by the policyholder and written statements and answers furnished as evidence of insurability. We are bound only by statements that are part of the contract. Only our authorized officers can agree to any change in the contract and then only in writing.

This contract does not provide for participation in the distribution of profits or surplus declared by us.

Currency and Place of Payment

All payments to or by us will be in accordance with the prevailing Exchange Control regulations and other relevant laws and regulations of India.

Indian Rupee (Rs.) is the currency of this policy. We will make or accept payments relating to this policy at any of our offices in India or such other locations as determined by us from time to time.

Nomination

Allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

It is responsibility of the policyholder to maintain the nominee details under this policy and to pay the benefit amount to the nominee. We will not recognize a nomination unless we receive nominee details along with the claim forms.

For more details on the nomination, please refer to Annexure B.

Claim Procedures

The Policyholder should notify BSLI, in writing, of the claim with proof of claim to the 'Claims Department' at the registered office of the BSLI within thirty days from the date on which claim arises.

Documents required to settle a claim are:

- Inforce Certificate of Insurance, issued at the inception/renewal whichever is applicable.
- Copy of death certificate issued by Municipal Authority / Gram Panchayat duly attested by the Group Policyholder
- Death claim form duly filled and attested by the Group policyholder.
- Claimant's Statement to be filled by the Nominee/beneficiary of the deceased member.
- Medical Attendant's Certificate (Along with attested copies of all Medical Reports, Discharge Summary duly attested by the Group Policyholder).
- Employer's Certificate, if applicable
- Copy of standard age proof of deceased member.
- Copy of Bank Statement / Passbook /Cancelled cheque with IFS code for NEFT and documentary evidence establishing beneficiary's relationship with Life assured.

In case of Unnatural / Accidental Death following additional requirements shall be called for, copies of which need to be attested with seal and signature of the Policyholder.

- First Information Report
- Post Mortem Report
- Final Police Inquest Report

You shall also provide us with any other relevant information/document as may be required by us preferably within 90 days from the date of request.

For claiming the benefits you can download the claim request documents from our website www.insurance.birlasunlife.com or contact us.

In case you are unable to provide any or all of the above documents, in exceptional circumstances such as a natural calamity, we may at our own discretion conduct an investigation and subsequently settle the claim.

Membership Register

The policyholder is responsible to maintain a register of members covered in prescribed format. We reserve the right to inspect the register of members at any time.

Providing Member Details

The Policyholder shall provide BSLI with eligible Members' data and any other information required from time to time to calculate premiums and to ensure that the terms of this policy are fulfilled. BSLI will not be liable to pay any claim that may arise in respect of a Member whose complete data are not provided to BSLI and whose cost and benefits Particulars have not been determined.

Proof of Good Health

BSLI may require that the Members provide evidence of good health and/or medical examination reports in order to be covered under this policy subject to its underwriting rules from time to time.

BSLI will not cover a Member if evidence of good health is not found satisfactory.

Discharge Receipt

A receipt signed by the nominee or policyholder or any person authorized in writing by the policyholder shall be good, valid and sufficient discharge with respect to any payments made by us under this policy.

Governing Laws

This policy shall be interpreted in accordance with and governed by the laws of India and only competent courts at the place of issue of this policy shall have jurisdiction to entertain legal action.

Taxation

The income tax benefits on your policy will be as per prevailing Income Tax laws in India and any amendment(s) made thereto from time to time. As per the applicable laws and any amendments made thereto from time to time, we reserve the right to:

- deduct or withhold tax as the case may be; and
- recover levies, taxes, cesses and duties including but not limited to service tax from you or adjust the same from the amounts paid by you or accrued or payable to you under the policy.

Exclusions

NIL

Fraud and Misrepresentation

As per provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

For more details on Section 45 of the Insurance Act, 1938 please refer to Annexure C.

Grievance or Complaint

You may register your grievance or complaint with our **Head Customer Response & Resolution** at Customer Care Unit / Birla Sun Life Insurance Company Ltd./ One Indiabulls Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, SenapatiBapatMarg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email: customerservice@birlasunlife.com.

In case you are dissatisfied with the decision of the above office or have not received any response with 10 days, you may contact **Head Service Assurance** at Customer Care Unit / Birla Sun Life Insurance Company Ltd. / One Indiabulls Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, SenapatiBapatMarg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email: grievances@birlasunlife.com.

The complaint should be made in writing duly signed or through email by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant.

If you are not satisfied 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

Risk Factors / Disclaimers

This policy is underwritten by Birla Sun Life Insurance Company Limited (BSLI) and is a non-participating group term insurance plan. All terms & conditions are guaranteed throughout the policy term. BSLI reserves the right to recover levies such as the service tax levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you. Insurance is the subject matter of the solicitation.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY DOCUMENT, THE PROVISIONS HEREIN SHALL STAND ALTERED, AMENDED, MODIFIED OR SUPERCEDED TO SUCH EXTENT AND IN SUCH MANNER AS MAY BE REQUIRED BY ANY CHANGE IN THE APPLICABLE LAW (INCLUDING BUT NOT LIMITED TO ANY REGULATIONS MADE OR DIRECTIONS / INSTRUCTIONS OR GUIDELINES ISSUED BY THE IRDA OF INDIA) OR ANY OTHER COMPETENT AUTHORITY OR AS MAY BE NECESSARY UNDER A JUDGEMENT OR ORDER /DIRECTION/ INSTRUCTION OF A COURT OF LAW.

Insurance Ombudsman

In case you are dissatisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman located nearest to you (please refer to Appendix I or visit our website www.insurance.birlasunlife.com) if your grievance pertains to:

- insurance claim that has been rejected or dispute of a claim on legal construction of the policy;
- delay in claim settlement;
- dispute with regard to premium; or
- non-receipt of your policy document.

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; and
- if it is not simultaneously under any litigation.

List of Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
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, JeevanSoudhaBuilding,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 Chattisgarh
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 Fax : 044 - 24333664 Email : bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel. : 011 - 23239633 / 23237539 Fax : 011 - 23230858 Email : bimalokpal.delhi@gbic.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, JeevanNivesh, 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, Nagaland 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, Bihar, Sikkim, Jharkhand, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel. : 0522 - 2231330 / 2231331 Fax : 0522 - 2231310 Email : bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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, JeevanSeva Annexe, 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, Email : bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Etah, Bulandshehar, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
Pune.	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd 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 B

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 the Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of the 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 the Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details.]

ANNEXURE C

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 the Insurance Laws (Amendment) Act, 2015 are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever is later.
2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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