

PART B

Tata AIA Life Insurance Waiver of Premium Plus (Linked) Rider

(Unit deducting Contract attached to Unit Linked Basic Policy)

An exclusive rider designed for the Proposer of the base plan who is different from the Life Assured

DEFINITIONS:-

- "Basic Policy"** refers to the base plan to which this Supplementary Contract is attached. employer/employee of the Insured or a member of the Insured's immediate family
- "Date of Commencement"** is the date when coverage under this Supplementary Contract commences and is mentioned on the Policy Information Page.
- "Maturity / Expiry Date"** of this Policy is shown on the Policy Information Page.
- "Medical Practitioner"** means only a person holding a degrees of bachelor of medicine and bachelor of surgery (MBBS.) or equivalent degrees and is registered and legally authorised by the Medical Council of India or the relevant authority in the geographical area of his practice to render medical or surgical services; but excluding a Physician who is the Insured himself or an agent of the Insured, an insurance agent, business partner(s) or
- "Policy Anniversary"** refers to the same date each year as the Policy Date.
- "Supplementary contract"** means this contract of Insurance and is attached to the Base plan. In case of any conflicting provisions between the two, the Supplementary Contract shall prevail.
- "Supplementary Contract Term"** refers to premium paying term of the Basic Policy or until You reach age 65, whichever is earlier.
- "We", "Us", "Our" or "Company"** refers to the Tata AIA Life Insurance Company Limited.
- "You" or "Your"** means the Policyholder of this Policy as shown in the Policy Information Page.

PART C

As per the Base Policy of Provisions Please note the Additional Items given below

1. BENEFITS

This is an optional Unit deducting Supplementary contract

This is a linked unit deducting rider, with rider coverage term equal to the premium paying term (PPT) of the base plan.

This rider is designed for the Proposer (who is different from the life assured) of the base plan. In base product Life Assured may be minor/non-earning major children/spouse when proposer may be parent/spouse.

- a. When the Policy holder **dies** or suffers from **"Total Permanent Disability"** or **"Presumptive Disability"** due to Accident or Sickness **during the Supplementary Contract term** all the future premiums of the basic policy shall be waived upto **Premium Paying Term** of the basic policy or until You reach age 65, whichever is earlier and deduction of charges of this Supplementary contract shall cease. The Regular Premiums thus waived are subject to all Policy Charges as if they are received by Us.
- b. 'Total and Permanent Disability' or 'TPD' means disablement, of the Proposer, which meets any one of the three definitions mentioned below.
 - i. Unable to work

The Proposer (who is different from the life assured) suffers an injury due to accident and

The injury causes the Proposer to never engage in any occupation or employment or business for remuneration or profit.

The Disability will be considered as permanent if it has existed continuously for at least 12 months from the date of occurrence of the event. Proof of the same must be submitted to the Company while the Proposer is alive and permanently disabled. In the event of death of the Proposer within the above period, the future premiums of the base plan will be waived.

Any occupation means any type of work at all, irrespective of location and availability.

A Specialized Medical Practitioner must reasonably expect that the disability will last throughout life with no prospect

of improvement, irrespective of when the cover ends or the Proposer expects to retire.

"A 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."

- ii. Loss of use of limbs or sight

The Proposer suffers from total and irrecoverable loss of:

- i. The use of two limbs; or
- ii. The sight of both eyes; or
- iii. The use of one limb and the sight of one eye,

The loss of use of the particular limb must be documented for an uninterrupted period of at least 12 months from the date of occurrence of the event

Loss of sight means total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident (as applicable). The diagnosis must be clinically confirmed by an appropriate consultant. The blindness must not be correctable by aides or surgical procedures.

Limb means the whole hand above the wrist or the whole foot above the ankle.

- iii. Loss of independent living

Loss of the physical ability through an illness or injury to do at least 3 of the 6 tasks listed below ever again.

The Specialized Medical Practitioner must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the Proposer expects to retire.

The Proposer 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.

Loss of independent living must be medically documented for an uninterrupted period of at least 12 months from the date of occurrence of the event. Proof of the same must be submitted to the Company while the Proposer is alive and permanently disabled. In the event of death of the Proposer within the above period, the future premiums of the base plan will be waived.

TPD in case of Presumptive Disability will be recognized by the company immediately.

"Presumptive Disability" means the occurrence of any of the following:-

- (1) Total and irrecoverable loss of sight of BOTH eyes;
- (2) Severance of TWO limbs at or above wrist or ankle; or
- (3) Total and irrecoverable loss of sight of ONE eye and loss

by severance of ONE limb at or above the wrist or ankle.

While the Policy is in force and subject to exclusions, if the Proposer suffers from Total Permanent Disability as defined herein, during term of the policy, We will waive the due regular premiums of the Basic Policy.

In the case where a claim under Waiver of Premium benefit, has been admitted, all other optional supplementary contracts if any will continue with deduction of charges from the fund value. All due

premiums only for the Basic Policy will be waived during the 12 month period from date of occurrence of event taken to establish Total Permanent Disability.

On establishment and approval of the same at the end of the period, the benefit will continue.

On intimation with documents (Doctor's Certificate/Hospital Records) of a Total Permanent Disability claim, any premium falling due after the date of intimation need not be paid until further notice.

The policy will be in-force during this period. At the end of the 12 month period from the date of occurrence of the event taken to establish Total Permanent Disability, if the claim is admitted, any premiums paid between the date of disability and the date of intimation will be refunded by the company without interest.

However, on failure to establish Total Permanent Disability at the end of the 12 month period from the date of occurrence of the event by the Proposer, the basic policy and rider contract will continue on payment of all future contractual premiums, otherwise the basic policy will move into discontinuance mode.

Any premium waived during the period taken to establish Total Permanent Disability will not be recovered from the proposer.

- c. Acceptance of claim under this Supplementary Contract shall not affect the benefits of the Basic Policy as if the premiums waived shall be deemed to have been duly paid.
- d. There is no surrender value or maturity value in this Supplementary Contract

2. DEDUCTION OF CHARGES

The definition of Units and the process of Deduction of Units against the premium charges for this Supplementary contract shall follow the provisions as mentioned in the Basic Policy. The premium / charge for this Supplementary Contract will be recovered monthly by cancellation of units from the unit fund of basic Policy during the term of the Supplementary Contract.

3. DISCONTINUANCE OF PREMIUM OF BASIC POLICY

On non-payment of Regular premium for Basic Policy, the status of this Supplementary Contract shall lapse.

4. TERMS AND CONDITIONS

For the purpose of this Supplementary Contract, the clauses covering Free Look, Reinstatement / Revival, Incontestability, Fraud & Non-Disclosure, Nomination, Assignment, Misstatement of Age & Gender and Exclusions in the Basic Policy shall apply.

5. APPLICATION OF THIS SECTION

In case of conflicting provisions between the Basic and Supplementary Contract, the later shall prevail..

6. EXCLUSIONS

a. Exclusion in case of Suicide

In the event of death of the Policy holder due to suicide in first year from the date of commencement of the Supplementary Contract or Reinstatement, whichever is later, no benefit shall be payable under this Contract.

b. Exclusion for Total Permanent Disability

This Supplementary Contract shall not cover any Total Permanent Disability caused directly or indirectly, wholly or partly on any of the following occurrences;

- i. Attempted suicide or self-inflicted injury, whether the policyholder is medically sane or insane.
- ii. Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).
- iii. Failure to seek medical advice or treatment.

- iv. War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- v. Committing an assault, a criminal offence, an illegal activity or any breach of law committing with criminal intent only.
- vi. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee jumping
- vii. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner
- viii. Your Participation in any flying activity, except as a bona fide, fare- paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- ix. Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

No benefit will be provided for Total Permanent Disability resulting from 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 subject to Fraud & Non-disclosure clause.

PART D

As per the Base Policy of Provisions Please note the Additional Items given below

1. TERMINATION

Notwithstanding anything contained herein or in the Basic policy, this Supplementary Contract shall automatically terminate by the occurrence of the earliest of the following:

- a. Completion of the Supplementary Contract Term
- b. Termination of Basic Policy
- c. On Complete Withdrawal/Surrender of Basic Policy
- d. Basic Policy not reinstated within 2 years from the Date of Discontinuance

- e. Death of the Insured
- f. On customer's request and will be effective from the next monthly anniversary.

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

PART E

**SUPPLEMENTARY CONTRACT PREMIUM CHARGE (PER 1000 OUTSTANDING PREMIUM)
For Base Premium Paying Term up to and including 10 years at inception (Male)**

Policyholder's Attained Age / Outstanding Rider Term	1	2	3	4	5	6	7	8	9	10
18	1.25	1.21	1.17	1.13	1.09	1.05	1.02	0.98	0.95	0.92
19	1.31	1.27	1.22	1.18	1.14	1.10	1.07	1.03	1.00	0.97
20	1.64	1.58	1.53	1.47	1.42	1.38	1.33	1.29	1.25	1.21
21	1.65	1.59	1.53	1.48	1.43	1.38	1.34	1.29	1.25	1.21
22	1.67	1.62	1.56	1.51	1.46	1.41	1.36	1.32	1.27	1.23
23	1.70	1.64	1.58	1.53	1.47	1.43	1.38	1.33	1.29	1.25
24	1.71	1.65	1.60	1.54	1.49	1.44	1.39	1.35	1.30	1.26
25	1.73	1.67	1.61	1.55	1.50	1.45	1.40	1.36	1.31	1.27
26	1.74	1.68	1.62	1.57	1.51	1.46	1.41	1.37	1.32	1.28
27	1.73	1.67	1.61	1.55	1.50	1.45	1.40	1.36	1.31	1.27
28	1.75	1.69	1.63	1.57	1.52	1.47	1.42	1.37	1.33	1.29
29	1.89	1.83	1.76	1.70	1.64	1.59	1.54	1.49	1.44	1.39
30	1.93	1.86	1.80	1.73	1.68	1.62	1.57	1.51	1.47	1.42
31	1.97	1.90	1.83	1.77	1.71	1.65	1.60	1.55	1.50	1.45
32	2.07	1.99	1.92	1.86	1.80	1.74	1.68	1.62	1.57	1.52
33	2.13	2.06	1.99	1.92	1.85	1.79	1.73	1.68	1.62	1.57
34	2.21	2.14	2.06	1.99	1.92	1.86	1.80	1.74	1.68	1.63
35	2.31	2.23	2.15	2.08	2.01	1.94	1.88	1.81	1.76	1.70
36	2.46	2.38	2.29	2.22	2.14	2.07	2.00	1.94	1.87	1.81
37	2.92	2.82	2.72	2.62	2.54	2.45	2.37	2.29	2.22	2.15
38	3.14	3.03	2.92	2.82	2.73	2.63	2.55	2.46	2.39	2.31
39	3.31	3.19	3.08	2.98	2.88	2.78	2.69	2.60	2.52	2.44
40	3.58	3.45	3.33	3.22	3.11	3.00	2.90	2.81	2.72	2.63
41	3.93	3.80	3.66	3.54	3.42	3.31	3.20	3.09	2.99	2.90
42	4.33	4.18	4.03	3.89	3.76	3.64	3.52	3.40	3.29	3.19
43	4.76	4.59	4.43	4.28	4.14	4.00	3.87	3.74	3.62	3.51
44	5.24	5.06	4.88	4.71	4.56	4.40	4.26	4.12	3.99	3.86
45	5.84	5.63	5.44	5.25	5.07	4.90	4.74	4.59	4.44	4.30
46	6.56	6.33	6.11	5.90	5.70	5.51	5.33	5.15	4.99	4.83
47	7.27	7.02	6.77	6.54	6.32	6.11	5.91	5.71	5.53	5.36
48	8.11	7.82	7.55	7.29	7.04	6.81	6.59	6.37	6.17	5.97
49	9.06	8.74	8.44	8.15	7.87	7.61	7.36	7.12	6.89	6.67
50	10.11	9.76	9.42	9.10	8.79	8.49	8.21	7.95	7.69	7.45
51	11.26	10.87	10.49	10.13	9.79	9.46	9.15	8.85	8.57	8.30
52	12.50	12.06	11.64	11.25	10.87	10.50	10.16	9.83	9.51	9.21
53	13.87	13.39	12.92	12.48	12.06	11.66	11.27	10.90	10.55	10.22
54	14.87	14.35	13.85	13.37	12.92	12.49	12.08	11.68	11.31	10.95
55	15.89	15.33	14.80	14.29	13.81	13.35	12.91	12.49	12.09	11.70
56	16.95	16.35	15.78	15.24	14.73	14.24	13.77	13.32	12.89	
57	18.52	17.87	17.25	16.66	16.09	15.56	15.04	14.55		
58	20.20	19.49	18.81	18.17	17.55	16.97	16.41			
59	22.03	21.26	20.52	19.82	19.15	18.51				
60	24.04	23.20	22.39	21.62	20.89					
61	26.00	25.09	24.22	23.39						
62	28.13	27.15	26.20							
63	30.51	29.44								
64	33.07									

Policyholder's Attained Age / Outstanding Rider Term	1	2	3	4	5	6	7	8	9	10
18	1.38	1.33	1.29	1.24	1.20	1.16	1.12	1.09	1.05	1.02
19	1.48	1.43	1.38	1.33	1.28	1.24	1.20	1.16	1.12	1.09
20	1.76	1.70	1.64	1.58	1.53	1.48	1.43	1.38	1.34	1.30
21	1.76	1.70	1.64	1.58	1.53	1.48	1.43	1.38	1.34	1.30
22	1.79	1.73	1.67	1.61	1.55	1.50	1.45	1.41	1.36	1.32
23	1.81	1.75	1.69	1.63	1.57	1.52	1.47	1.42	1.38	1.33
24	1.83	1.76	1.70	1.64	1.59	1.53	1.48	1.44	1.39	1.35
25	1.84	1.78	1.71	1.66	1.60	1.55	1.49	1.45	1.40	1.36
26	1.85	1.79	1.73	1.67	1.61	1.56	1.51	1.46	1.41	1.37
27	1.83	1.76	1.70	1.64	1.59	1.54	1.49	1.44	1.39	1.35
28	1.85	1.78	1.72	1.66	1.61	1.55	1.50	1.45	1.41	1.36
29	2.53	2.44	2.36	2.28	2.20	2.13	2.06	1.99	1.93	1.86
30	2.57	2.48	2.39	2.31	2.23	2.16	2.08	2.02	1.95	1.89
31	2.60	2.51	2.43	2.34	2.26	2.19	2.12	2.05	1.98	1.92
32	2.76	2.66	2.57	2.48	2.40	2.32	2.24	2.17	2.10	2.03
33	2.82	2.72	2.63	2.54	2.45	2.37	2.29	2.22	2.15	2.08
34	2.90	2.80	2.70	2.61	2.52	2.44	2.36	2.28	2.21	2.14
35	2.99	2.89	2.79	2.69	2.60	2.51	2.43	2.35	2.28	2.20
36	3.21	3.09	2.99	2.88	2.79	2.69	2.60	2.52	2.44	2.36
37	3.99	3.85	3.72	3.59	3.47	3.36	3.25	3.14	3.04	2.94
38	4.30	4.15	4.00	3.86	3.73	3.61	3.49	3.38	3.27	3.16
39	4.46	4.31	4.16	4.01	3.88	3.75	3.63	3.51	3.39	3.29
40	4.81	4.64	4.48	4.33	4.18	4.04	3.91	3.78	3.66	3.54
41	5.33	5.14	4.97	4.80	4.63	4.48	4.33	4.19	4.06	3.93
42	5.88	5.67	5.48	5.29	5.11	4.94	4.78	4.62	4.47	4.33
43	6.47	6.24	6.02	5.82	5.62	5.43	5.25	5.08	4.92	4.76
44	7.10	6.85	6.61	6.38	6.17	5.96	5.77	5.58	5.40	5.23
45	7.92	7.64	7.38	7.13	6.89	6.66	6.44	6.23	6.03	5.84
46	8.95	8.63	8.33	8.05	7.77	7.51	7.27	7.03	6.80	6.59
47	9.88	9.53	9.20	8.88	8.58	8.30	8.02	7.76	7.51	7.27
48	11.00	10.61	10.25	9.90	9.56	9.24	8.94	8.65	8.37	8.10
49	12.31	11.88	11.47	11.08	10.70	10.34	10.00	9.68	9.37	9.07
50	13.80	13.32	12.85	12.41	11.99	11.59	11.21	10.85	10.50	10.16
51	15.45	14.91	14.39	13.90	13.43	12.98	12.55	12.14	11.75	11.38
52	17.24	16.64	16.06	15.51	14.99	14.49	14.01	13.55	13.12	12.70
53	19.31	18.63	17.99	17.37	16.78	16.22	15.69	15.18	14.69	14.22
54	20.33	19.61	18.93	18.28	17.67	17.08	16.51	15.98	15.46	14.97
55	21.37	20.62	19.91	19.22	18.57	17.95	17.36	16.80	16.26	15.74
56	22.45	21.66	20.91	20.19	19.51	18.86	18.24	17.64	17.08	
57	23.57	22.75	21.96	21.20	20.49	19.80	19.15	18.53		
58	24.75	23.89	23.06	22.27	21.51	20.80	20.11			
59	27.17	26.21	25.30	24.44	23.61	22.82				
60	29.81	28.76	27.76	26.81	25.91					
61	32.29	31.15	30.07	29.04						
62	34.96	33.73	32.56							
63	37.96	36.63								
64	41.16									

For Base Premium Paying Term 11 to 20 years at inception (Female)

PART F

Following Items are re-produced below for your information

1. ASSIGNMENT

Assignment allowed as per Section 38 of the Insurance Act 1938 as amended from time to time.

The simplified version of the provisions of Section 38 is enclosed in annexure – 1 for reference.

2. NOMINATION

Nomination allowed as per provisions of Section 39 of the Insurance Act 1938 as amended from time to time..The simplified version of the provisions of Section 39 is enclosed in annexure – 2 for reference

3. FRAUD AND MISREPRESENTATION

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

All other conditions will be as per the base policy.

PART G
As per the Base Policy of Provisions

Annexure 1

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) Ordinance dtd 26.12.2014. The extant provisions in this regard are as follows:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. 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.
03. 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.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. 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 there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. 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.
08. 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.
09. 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) Ordinance, 2014 shall not be affected by this section.

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

Annexure 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) Ordinance dated 26.12.2014. 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) Ordinance, 2014 (i.e 26.12.2014).

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

Annexure 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) Ordinance dtd 26.12.2014 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.

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