



**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

**Star Union Dai-ichi Life Insurance Company Limited  
Non Linked Non Par Endowment Insurance Scheme**

**Forwarding Letter**

**Date:**

Dear Sir/ Madam

Sub: Your Policy Number

We, at SUD Life, thank you for trusting us as your financial partner and in helping you to financially secure lives of your loved ones.

We are enclosing herewith your Policy Document, First Premium Receipt, a copy of your proposal form and other related documents, for your records. We request you to check your personal details, terms and conditions and the privileges under this policy, carefully. If you find any discrepancy in the Policy Document, please get in touch with us for the required corrections.

In case you do not agree to any of the provisions stated in the policy or the policy details, you may return the policy to us, specifying reasons thereof, within 15 days (30 days, if this Policy has been taken through Distance Marketing mode) from receipt of this letter. You will need to send us the original Plan document and a written request stating your reasons for cancellation, post which we will refund your Premium after deducting the pro rata risk Premium, stamp duty and charges for medical examination, if any.

Please quote your aforesaid Policy Number in all your future correspondence with us, as this will help us to serve you better.

In case you require any information about our other life insurance products, please get in touch with our executive, who has advised you to take this policy.

For any assistance relating to your policy or any claims enquiry, you may get in touch with us via Toll Free No: 18002668833 or Land line No: 022 39546300 or email us on [customer@sudlife.in](mailto:customer@sudlife.in)

We thank you once again for your patronage and look forward to your continued support in future as well.

Yours Sincerely,

Authorized Signatory

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

Corporate Agent Name:	
Specified Person Name:	
Specified Person Code:	
Specified Person Licence Code:	
Specified Person Tel. No.:	
Specified Person Mobile No.:	
Specified Person Email ID :	
Specified Person Address:	

**PREAMBLE**

The Proposer named in the Schedule of this Policy has submitted the Application together with a personal statement and the first instalment of Premium specified in the Schedule to Star Union Dai-ichi Life Insurance Company Limited (the “**Company**” which expression shall include its assigns and successors) for grant of life insurance cover on the life of the person named in the Schedule. It is agreed by the Company and the Proposer (the “**Parties**”) that the Application along with the personal statement and the declaration together with any report or other document leading to the issuance of this Policy shall form the basis of this contract of insurance.

The Parties do hereby further agree that in consideration of the receipt of future Premiums as stated in the Schedule, the Company will pay such benefits (without interest) as herein stated, to the Beneficiary, on submission of proof (to the complete satisfaction of the Company) of the benefits under the Policy having become payable in accordance with the terms and conditions hereof and of the Beneficiary’s entitlement to them, provided this Policy is in-force.

It is further agreed by and between the Parties that these terms and conditions, any endorsement or a separate instrument executed by the Company in connection with this Policy and any special provisions subject to which this Policy has been issued by the Company and any Schedules, Annexure, Endorsement and/or Addendums hereto shall together form part of this Policy.

It is also agreed that this Policy shall be governed by the Laws of India in force from time to time and all premiums and benefits shall be payable in Indian Rupees only. The benefits and the Premiums payable under this Policy will be subject to taxes and other statutory levies as may be applicable from time to time and such taxes, levies etc will be recovered, directly and completely from the Policyholder.

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

**SCHEDULE**

**I. Policy Details**

Date of Application:		Application Number:	
Policy Number		Client ID:	
Date of Commencement of Policy:		Date of Commencement of Risk	
Sum Assured		Basic Premium(Exclusive of Tax):	
Policy Term		Premium Paying Term	
Due Date of Last Premium:		Premium Periodicity	

**II. Policyholder Details**

Name of the Policyholder	
Date of Birth	
Age	
Gender	
Relationship with the Life Insured	
Identity Proof	
Address	
Telephone No/ Mobile.No.	
Email	

**III. Life Insured Details**

Name of the Life Insured	
Date of Birth	
Gender	
Age	
Age Admitted	
Address	
Telephone No./ Mobile.No.	
Email	

**IV. Nomination Details**

Name of the Nominee:		Nominee's Relationship	
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**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

		with the Life Insured	
Date of Birth of the Nominee:		Age:	
Address			
Telephone No./ Mobile.No.			
Email			
Name of the Appointee (In case the Nominee is a minor):		Age:	
Appointee's relationship with the Nominee			
Address			
Telephone No./ Mobile.No.			
Email			

**Sum Assured Details**

	Sum Assured	Basic Premium	Current Service Tax	Education al Cess	Total Premium	Policy Term	Premium Payment Term	Expiry / Maturity Date
<b>Base Plan</b>								

**Benefits are payable to:** The Policyholder/ Life Assured, the assignee where a valid assignment/endorsement has been recorded ( in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time or in the event of death of the Life Assured; the Beneficiary where a valid nomination has been registered with the Company (in accordance with section 39 of the Insurance Act, 1938 as amended from time to time, or in the event of death of the Life Assured without making a valid nomination, the Executors, Administrators or other legal representatives of the Policyholder, or the beneficiary earmarked in the policy under the provisions of Section. 6 of the Married Women Property Act, 1874 or to such person as directed by a court of competent jurisdiction in India. (the person/s to whom the benefits are payable under this Policy are herein referred to as the “Beneficiary”). The benefits payable are limited at all times to the monies payable under this Policy.

The Company will pay the benefits (without interest) as herein stated under the Policy, having become payable, to the Beneficiary / Policyholder on proof to the complete satisfaction of the Company, in its sole discretion.

Special Provisions (if any) :<<N.A.>>

Stamp Duty of Rs. (Rupee Only) is paid for this Policy by pay order, vide receipt no XXX dated dd/mm/yyyy.

Signed for and on behalf of the Star Union Dai-ichi Life Insurance Company Limited

**Authorised Signatory**

Authorised Signatory Name:

UIN No: 142N036V02

Star Union Dai-ichi's Guaranteed Money Back Plan

Date of Approval :9<sup>th</sup> February, 2016

IRDAI Regn: 142 1 CIN - U66010MH2007PLC174472

Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02



IRDAI Regn. No. 142

**Note:** The Life Cover under this Policy shall commence only on the Date of Commencement of Risk. On examination of this Policy, if the Policyholder notices any mistake, the Policy Document is to be returned for correction to the Company.

SAMPLE

## INTERPRETATION & DEFINITION

### 1. Interpretation

- a) This Policy is divided into numbered parts for ease of reference and reading only. Unless stated otherwise, these divisions and the corresponding headings do not limit the Policy or its interpretation in any way.
- b) Words of one gender will include the other gender, reference to days will include calendar days, reference to any statutory enactment includes any subsequent amendment to that statutory enactment and the singular will include the plural and vice versa, unless the context otherwise requires.

### 2. Definitions

Unless excluded by or repugnant to the context or defined to the contrary, the words and phrases mentioned below shall have the following meaning:

- i. “**Age**” means the entry age of the Life Insured as at last birthday.
- ii. “**Annualised Premium**” means the premiums payable under this policy for a full policy year.
- iii. “**Application**” refers to the proposal form as defined under IRDAI (Protection of Policyholders’ Interest) Regulations, 2002 and as per the IRDAI (Regulations for Standard Proposal Form for Life Insurance) 2013 and amendments thereto, completed, signed and submitted by the Policyholder to the Company for obtaining insurance coverage under this Policy.
- iv. “**Basic Premium**” means the Premium payable periodically under the policy as shown in the Schedule.
- v. “**Basic Sum Assured**” means the amount as specified in the Schedule, based on which the Death Sum Assured and Guaranteed Maturity Benefit, which are payable in accordance with Section 7 of the policy document.
- vi. “**Beneficiary**” or “**Nominee**” means a person nominated by the Policyholder under this Policy and registered with the Company in accordance with Section 15 of the policy document and who is authorized to receive the death benefit payable under this Policy.
- vii. “**Business Day**” or “**Working Day**” means the day on which the offices of the Company remain open for transactions with the public at the place where the concerned transaction is to be carried out.
- viii. “**Cover**” or “**Coverage**” or “**Basic cover**”, unless specifically mentioned, collectively refers to the Life Cover
- ix. “**Date of Commencement of Policy**” is the date as mentioned in the Schedule.
- x. “**Date of Commencement of Risk**” means the later date from any of the following:
  - (a) the date on which the proceeds of the instrument of payment of the deposit towards the first premium are realized by the Company or,
  - (b) the date on which the Company accepts the risk under the application for insurance as evidenced by the date of the First Premium Receipt ;

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

- xi. **“Death Benefit”** means the benefit payable on death of the Life Insured as specified in Section 7 of the policy document.
- xii. **“Distance Marketing”** includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail and interactive television (iv) physical mode which includes direct postal mail and newspaper & magazine inserts and (v) solicitation through any means of communication other than in person.
- xiii. **“Grace Period”** means the time granted by the insurer from the due date of payment of premium, without any penalty/late fee, during which time the policy is considered to be in-force with the risk cover without any interruption as per the terms of the policy.
- xiv. **“IRDAI”** means the Insurance Regulatory and Development Authority of India, as established under the Insurance Regulatory and Development Authority Act, 1999.
- xv. **“IRDAI Rules”** means the regulations made and the guidelines, directives and circulars issued by the IRDAI from time to time.
- xvi. **“Lapsed Policy”** means a policy which has been terminated for non-payment of first three full years’ premiums where premium is not paid within grace period.
- xvii. **“Life Cover”** means, the insurance coverage effected by the Company on the life of the Life Insured during the Policy Term.
- xviii. **“Life Insured”** means the person, as specified in Schedule, on whose life the Life Cover is effected and at whose death, the death benefit under this Policy will be payable.
- xix. **“Maturity Date”** means the date, as specified in Schedule, on which the Policy Term expires and the maturity benefit as specified in Section 7 becomes payable.
- xx. **“Paid Up Sum Assured on death”** means the reduced Death Sum Assured amount, which is equal to the Death Sum Assured multiplied by the resultant of the total number of Premiums paid to the Company under this Policy divided by the total number of Premiums payable under this Policy to the Company.
- xxi. **“Paid Up Sum Assured on maturity”** means the reduced Guaranteed Maturity Benefit, which is equal to the Guaranteed Maturity Benefit multiplied by the resultant of the total number of Premiums paid to the Company under this Policy divided by the total number of Premiums payable under this Policy to the Company.
- xxii. **“Policy”** means these terms and conditions of SUD Life Guaranteed Money Back Plan Schedule, Application, and any additional information submitted by the Policyholder and accepted by the Company and which governs this contract of insurance.
- xxiii. **“Policy Anniversary”** means the date corresponding numerically with the Date of Commencement of the Policy after every Policy Year.
- xxiv. **“Policyholder”** or **“Proposer”** means the person, as specified in Schedule, who has taken this Policy from the Company.
- xxv. **“Policy Term”** is the term of the Policy as mentioned in Schedule during which the Life Insured will be covered under this policy.

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

- xxvi. **“Policy Year”** means a period of 12 consecutive months commencing from the Date of Commencement of the Policy and every period of 12 consecutive months thereafter.
- xxvii. **“Premium Paying Term”** means the period, as specified in Schedule during which the Premium is payable by the Policyholder to the Company.
- xxviii. **“Reduced Paid Up”** means the status acquired by the Policy on discontinuance of payment of due Premiums after the payment of Premiums for first 3 consecutive Policy Years.
- xxix. **“Reinstatement”** means restoration of the policy, which was in Reduced Paid Up status due to non-payment of due premiums, after acquiring paid up value, by the insurer with all the benefits mentioned in this document, with or without rider benefits if any, upon the receipt of all the premiums due with interest at the applicable rate of interest at the time of payment and other charges/late fee if any, and on the basis of the information, documents and reports furnished by him/her, in accordance with the Company’s Board approved Underwriting guidelines.
- xxx. **“Revival of the policy”** means putting a lapsed policy, which has not acquired any value as on date of first unpaid premium, into force, upon the receipt of all the premiums due and other charges/late fee if any, and on the basis of the information, documents and reports furnished by him/her, in accordance with the Company’s Board approved Underwriting guidelines.
- xxxi. **“Schedule”** means the Schedule, Annexure, Addendums, Endorsements issued by the Company in relation to this Policy and which forms part of this Policy. If the Company has issued more than one schedule, then the latest schedule in time will be applicable.
- xxxii. **“Special Surrender Value”** means the special surrender value which is payable in accordance with Section 9.
- xxxiii. **“Surrender Value”** means the amount which is payable in accordance with Section 9 at the time of surrender of this Policy and is the higher of the Guaranteed Surrender Value and the Special Surrender Value.
- xxxiv. **“We”, “Us”, “Our”, “Company” or “Ours”** refers to Star Union Dai-ichi Life Insurance Company Limited
- xxxv. **“You”, “Your” or “Yours”** refers to the Policyholder



**BENEFITS**

**3. Eligibility**

- a) The Age of the Life Insured has been admitted under this Policy on the basis of the date of birth declared in the Application.
- b) The Age of the Life Insured on the Date of Commencement of Policy should be:

Minimum Age at Date of Commencement of Policy	13 years as on last birthday
Maximum Age at Date of Commencement of Policy	50 years as on last birthday

- c) The maximum age of the Life Insured to be eligible for benefits under this policy is as under :  
Age 60 years last birthday for policy term 10  
Age 65 years last birthday for policy term 15  
Age 70 years last birthday for policy term 20

**4. Payment of Premium**

- a. Under this Policy, the Policyholder has an option to pay the Premiums to the Company either through annual or half-yearly or quarterly or monthly mode in accordance with the premium payment mode selected by the Policyholder, in the manner specified in Schedule.
- b. If due but unpaid premium is not paid to the Company by the Policyholder on or before the expiry of the grace period then, this Policy will lapse or become Reduced Paid Up and the benefits shall be payable by the Company as mentioned under Section 7.
- c. If the death of the Life Insured occurs during the grace period, then the Death Benefit as mentioned in Section 7 under this Policy shall become payable after deductions of the premiums due and all premiums falling due but unpaid during that Policy Year of death.

**5. Grace Period**

A grace period of 30 days following the due date of subsequent premium is allowed for annual, half-yearly and quarterly frequency. A grace period of 15 days following the due date of subsequent premium is allowed for monthly frequency.

If death occurs during the grace period, the full sum assured along with the accrued guaranteed additions under the policy will be paid after deductions of the premiums then due and all premiums falling due during the policy year.

**6. Discontinuance of due Premium**

**Lapse**

If the policyholder has not paid the due premiums within the grace period, the policy lapses. If the policy lapses within the first three policy years, the life cover ceases and no benefits are payable under the lapsed policy

**Reduced Paid-Up Policy**

If the premiums for at least three full years have been paid and subsequent premiums are not paid, then the policy will acquire Reduced Paid-Up status and the Sum Assured gets reduced to Paid-Up Sum Assured, the amount of which will be equal to,

$$\frac{\text{Total number of premiums paid}}{\text{Total number of premiums payable}} \times \text{Sum Assured}$$

No further guaranteed additions will accrue to the reduced paid-up policy. However, all Guaranteed Additions accrued till the date of paid up, will continue to remain attached to the policy. The benefits under the reduced paid up policies are as defined below

**Death:**

In case of death of the life assured during the policy term, the Paid-Up Sum Assured (as defined above) Plus the Accrued Guaranteed Additions without deducting any survival benefits already paid will be payable.

**Maturity:**

In case of survival of the life assured till maturity, the Paid-Up Sum Assured (as defined above) Plus the Accrued Guaranteed Additions Less Survival benefits already paid, if any, will be payable at the time of maturity of the policy.

**Survival Benefits:**

Policy will not be entitled to any future Survival Benefits after acquiring Reduced Paid-Up status.

**7. Benefits Payable**

a) **Death Benefit**

Sum Assured Plus Accrued Guaranteed Additions will be payable upon death during the policy term without deducting any survival benefits already paid, provided the policy is in force and all due premiums are paid.

b) **Survival Benefit**

Survival Benefits as mentioned below will become payable, provided the policy is in force and all due premiums are paid under the policy.

- i. If the Policy term is 10 years, 200% of the Annualised Premium (excluding taxes and extra premiums, if any) will become payable immediately on survival to the 5th Policy Anniversary.
- ii. If the Policy term is 15 years, 200% of the Annualised Premium (excluding taxes and extra premiums, if any) will become payable immediately on survival to the 5th Policy Anniversary and 10th Policy Anniversary each.
- iii. If the Policy term is 20 years, 200% of the Annualised Premium (excluding taxes and extra premiums, if any) will become payable immediately on survival to the 5th Policy Anniversary, 10th Policy Anniversary and on 15th Policy Anniversary each.

c) **Maturity Benefit**

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

On the date of maturity of the policy, Sum Assured plus Accrued Guaranteed Additions less survival benefits already paid will be payable, provided the policy is in force and all due premiums are paid.

d) **Surrender Benefit**

The policy acquires a surrender value provided that policy is in force and all premiums have been paid for at least three consecutive full years. On surrender of the policy a lump sum amount equal to higher of Special Surrender Value and Minimum Guaranteed Surrender Value as defined in Section 9 of PART D will be paid to the policyholder and the contract gets terminated

e) **Guaranteed Additions**

- i. The Guaranteed Additions payable under the policy depends on the policy term chosen by the policyholder. Provided the policy is in force, the guaranteed additions for each completed year, for which premiums have been paid will be payable at the end of the term of the policy or upon death during the term of the policy.
- ii. For a Policy Term 10 years: 4% of annualized premium (excluding extra premiums & taxes, if any) for each policy year will accrue throughout the policy term, provided the policy is in force
- iii. For Policy Term 15 years: 5% of annualized premium (excluding extra premiums & taxes if any) for each policy year will accrue throughout the policy term, provided the policy is in force
- iv. For Policy Term 20 years: 6% of annualized premium (excluding extra premiums & taxes if any) for each policy year will accrue throughout the policy term, provided the policy is in force

f) **Rider Benefit(s)**

Not Applicable

**POLICY SERVICING**

**8. Claims**

- a) All claims must be notified to the Company in writing by the Policyholder or the Beneficiary in the prescribed format provided by the Company, upon the death of the Life Insured or occurrence of any other claim under this policy along with the following documents:
  - i. Original policy document
  - ii. Claimant’s statement/ claim form;
  - iii. Original/ attested death certificate of the Life Insured from the municipal/ local authorities (in the case of death of the Life Insured);
  - iv. A copy of photo-identity proof of the claimant and supporting documents evidencing the rights of claimants; and
  - v. Any additional information and documents required by the Company for assessing the validity of a claim and for processing a claim request.
- b) All benefits payable under this Policy will be paid by the Company in Indian rupees.
- c) A discharge or receipt by the Policyholder or the Beneficiary shall be a good, valid and sufficient discharge to the Company in respect of any payment made by the Company hereunder.
- d) Upon receipt of satisfactory proof of a claim under this Policy, the Company shall process the claim request

**9. Surrender**

The policy acquires a surrender value provided that policy has been in force and all premiums have been paid for at least three consecutive full years.

Surrender Value payable would be higher of “Minimum Guaranteed Surrender Value” and “Special Surrender Value” as defined below:

**9 (i). Minimum Guaranteed Surrender Value:**

Guaranteed Surrender Value + Surrender Value of the Guaranteed Additions already accrued to the policy

Whereas Guaranteed Surrender Value is as defined below:

Guaranteed Surrender Value Factor x Total premiums paid (upto the date of surrender, excluding taxes and extra premiums if any) less Survival Benefit paid, if any.

The Guaranteed Surrender Value Factors are given below.

Policy Year	Policy Term		
	10	15	20
1	0%	0%	0%

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

2	0%	0%	0%
3	30%	30%	30%
4	50%	50%	50%
5	50%	50%	50%
6	50%	50%	50%
7	50%	50%	50%
8	70%	60%	60%
9	90%	65%	65%
10	90%	70%	65%
11	0%	75%	70%
12	0%	80%	70%
13	0%	85%	75%
14	0%	90%	75%
15	0%	90%	80%
16	0%	0%	80%
17	0%	0%	85%
18	0%	0%	85%
19	0%	0%	90%
20	0%	0%	90%

Surrender Value of the Accrued Guaranteed Additions

The Surrender Value of the Accrued Guaranteed Additions is calculated as-

Accrued Guaranteed Additions \* Surrender Value Factors for Accrued Guaranteed Additions.

**9 (ii). Special Surrender Value:**

Subject to the Minimum Guaranteed Surrender Value, the company may however pay a Special Surrender Value calculated according to the basis and method in use from time to time after getting IRDAI's approval.

The Surrender Value payable will be subject to any statutory or any other restrictions as may be applicable.

**10. Termination**

This Policy shall terminate on the occurrence of the earliest of the following events:

- a) On the date of intimation of death of the Life Insured or
- b) On the date on which Surrender Value is paid or
- c) On the expiry of the revival period, if this Policy has not acquired a Surrender Value and the due but unpaid Premiums have not been received by the Company during the revival period; or
- d) On maturity of the policy.

**11. Suicide**

In the event the Life Assured commits Suicide, whether sane or insane at that time, within twelve months from the date of inception of Policy, the insurance cover shall be void and the nominee or beneficiary of the policyholder shall be entitled to 80% of the premiums paid (excluding extra premiums and taxes, if any) provided the policy is in force.

In the event the Life Assured commits Suicide, whether sane or insane at that time, within twelve months from the date of the last reinstatement/revival of the policy, the insurance cover shall be void and the nominee or beneficiary of the policyholder shall be entitled to an amount which is higher of 80% of the premiums paid (excluding extra premiums and taxes) till the date of death or the surrender value, (higher of Guaranteed Surrender Value and Special Surrender Value) if any, as available on the date of death, provided the policy is in force.

## **12. Free Look Period**

A period of 15 days (30 days for distance marketing) is available to the Life Assured from the date of the receipt of the policy document to review the terms and conditions of the policy and if the Life Assured disagrees to any of those terms or conditions, he/she has the option to return the policy stating the reasons for his objection, when he/she shall be entitled to a refund of the amount of premium paid excluding expenses incurred by Star Union Dai-ichi Life Insurance Company Ltd. under the policy (i.e. stamp duty, medical expenses if any, proportionate risk premium including extra risk premium for the period of cover).

## **13. Revival/ Reinstatement of the Policy**

Policy can be revived within a period of 2 years from the due date of the first unpaid premium on production of proof of continued insurability to the satisfaction of the Star Union Dai-ichi and payment of all arrears of premium with interest at the applicable rate of interest (currently 9% p.a., the revision of this revival interest rate is subject to approval of IRDAI) at the time of payment, and on submission of the satisfactory medical evidence as per the board approved underwriting rules applicable at that time. The cost of the required medical examination, if any will be borne by the policyholder.

The company reserves the right to accept or reject the revival of the lapsed policy. In case of non revival of policy the company has no liability to refund the medical cost

## **14. Loan**

No loan will be granted by the company against this policy.

### CHARGES

Not Applicable as this is a Non-Linked Non-Participating plan.

SAMPLE

## COMMON TERMS & CONDITIONS

### 15. Nomination

Nomination is allowed as per the provisions of Section 39 of the Insurance Act, 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – 2 for reference.

### 16. Assignment

Assignment is allowed as per the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 1 for reference.

### 17. Fraud, Misrepresentation & 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. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 3 for reference

### 18. Electronic Transactions

The Policyholder shall adhere to and comply with all such terms and conditions as the Company may prescribe from time to time and all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, mobile, short messaging services (SMS), electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by any means of electronic, computer, automated machines, network or through other means of telecommunications, established by or on behalf of the Company for and in respect of this Policy or its terms or the Company's other products and services shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

### 19. Taxation

The Company shall deduct the applicable taxes in accordance with the prevailing provisions of the tax laws in India. All premiums and benefits payable under this policy are subject to applicable taxes, cess, etc which shall be paid by the Policyholder along with the benefits or premiums. The Policyholder will be liable to pay all applicable taxes as levied by the Government of India/ Statutory Authorities of India from time to time.

### 20. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, facsimile or e-mail to:

#### a) **The Policyholder / Beneficiary**

As per the details specified in this application/ change of address intimation submitted by the policyholder to the Company.

#### b) **The Company**

Address: Customer Service Desk,  
Star Union Dai-ichi Life Insurance Company Ltd.,  
Registered Office,  
11th Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38,  
Sector 30A of IIP, Vashi, Navi Mumbai – 400 703



It is very important that the Policyholder immediately communicates any change of address or nomination to enable the Company to service this policy effectively. The Company may change the address stated above and intimate the policyholder of such change by suitable means.

## **21. Declaration relating to Age**

- a) The age of the Life Insured has been admitted under the Policy on the basis of the date of birth declared in the Proposal/ Application form (the “Admitted Age”). The Admitted Age is used to calculate the Basic Premium and Extra Mortality Premium.
- b) In the event the Admitted Age is found to be incorrect at any time and the correct age of the Life Insured as determined by the Company (the “Correct Age”), ~~which~~ whose determination is solely within the discretion of the Company, being such that it would have rendered the Life Insured ineligible for grant of the Life Cover and all other benefits under this policy, the relevant Cover(s) and all other benefits under this policy shall stand cancelled from inception, and the Company will refund to the Policyholder without interest, the Premium Paid (net of expenses such as Commission, stamp duty, medical fee).
- c) If the Correct Age of the Life Insured is found to be higher than the Admitted Age but the Life Insured remains eligible of being insured under this Policy then, subject to fresh underwriting, Basic Premium and Extra Mortality Premiums, if any will be recalculated as per the Correct Age from the Date of Commencement of Risk and the Policyholder shall pay to the Company the difference between the premiums paid and premiums payable as per the Correct Age together with interest at the applicable rate of interest.
- d) If the Correct Age of the Life Insured is found to be lower than the Admitted Age, the Basic Premium and Extra Mortality Premium, if any will be recalculated as per the Correct Age from the Date of Commencement of Risk and the Company shall refund without interest the difference between the premiums paid by the policyholder on the basis of the Admitted Age and the premiums calculated as per the Correct Age.

## **22. Loss of a Policy Document**

- a) If the policy document is lost or misplaced the Policyholder will give the Company a written request stating the fact and the reason of the loss. The Company will issue a duplicate policy document if the company is satisfied that the policy document is lost. On the issue of the duplicate policy document, the original policy document will immediately and automatically cease to have any validity. The Company may recover cost of issue of duplicate policy from the Policyholder as per the Company Policy.
- b) The Policyholder shall agree to indemnify and hold the Company free and harmless from any costs, expenses, claims, awards or judgments arising out of or in relation to the original policy document.

## **23. Governing Laws & Jurisdiction**

The terms and conditions of this Policy shall be governed by and subject to Indian laws. All matters and disputes arising from or relating to or concerning this policy shall be governed by and determined in accordance with Indian laws and shall be subject to the jurisdiction of the courts situated at Mumbai or as prescribed in the relevant laws/ acts.

## GRIEVANCE PROCEDURE

### 24. Grievance Redressal Procedure

- a) If the Policyholder/ Life Insured/ Beneficiary have any query or complaint/ grievance then, the Policyholder/ Life Insured/ Beneficiary can approach the Company at the following address:

Customer Service Desk,  
Star Union Dai-ichi Life Insurance Company Ltd.,  
Registered Office,  
11th Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38,  
Sector 30A of IIP, Vashi, Navi Mumbai – 400 703  
Contact No: 022 39546300  
Email ID: [customercare@sudlife.in](mailto:customercare@sudlife.in)

- b) If the Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision of the above office or have not received any response within 10 days then, the Policyholder/ Life Insured/ Beneficiary may contact the following Official for resolution on the address mentioned below:

**Vice President – Operations & Service Delivery**  
Star Union Dai-ichi Life Insurance Company Ltd.,  
Registered Office,  
11th Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38,  
Sector 30A of IIP, Vashi, Navi Mumbai – 400 703  
Contact No: 022 39546300  
Email ID: [grievanceredressal@sudlife.in](mailto:grievanceredressal@sudlife.in)

- c) If the Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision of the above Officer or have not received any response within 10 days then, the Policyholder/ Life Insured/ Beneficiary may contact the following Official for resolution on the address mentioned below.

**Chief Compliance Officer**  
Star Union Dai-ichi Life Insurance Company Ltd.,  
Registered Office,  
11th Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38,  
Sector 30A of IIP, Vashi, Navi Mumbai – 400 703  
Email ID: [cgro@sudlife.in](mailto:cgro@sudlife.in)

- d) 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](mailto: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

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

- e) An acknowledgment to all complaints received will be sent within 3 working days of receipt of the complaint/ grievance.
- f) If the Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision/ resolution of the Company then, the Policyholder/ Life Insured/ Beneficiary may approach the Insurance Ombudsman at the address given below if his/ her issues pertains to the following and to provision 12(1) of the Redressal of Public Grievances Rules 1998:
- i. Insurance claim that has been rejected or dispute on legal construction of the policy with regard to a claim;
  - ii. Delay in settlement of claim;
  - iii. Dispute with regard to premium;
  - iv. Non-receipt of any insurance document;
  - v. Any dispute in regards to premium paid or payable in terms of the policy.
- g) The complaint should be made in writing duly signed by the complainant or by his/ her legal heirs with full details of the complaint and the contact information of complainant.
- h) As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made only if:
- i. A representation had been made to the Company in regard to the grievance and the same has been rejected by the Company or the complainant is not satisfied with the reply of the Company or no reply has been received to the representation for a period of 1 month after it is received by the Company; or
  - ii. Within a period of 1 year from the date of its rejection or from the date of the final reply of the Company; or
  - iii. The complaint is not on the same subject-matter for which any proceedings before any court or consumer forum is pending or were so earlier.

Address of the Insurance Ombudsman:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U. Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	Gujarat , UT of 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: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	Karnataka
BHOPAL	Office of the Insurance Ombudsman Janak Vihar Complex, 2 <sup>nd</sup> floor, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203	Madhya Pradesh & Chhattisgarh

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

	E-mail: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>	
BHUBANESHWAR	Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR – 751 009 Tel.0674-2596461/ 55 Tele Fax - 0674-2596429 E-mail: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>	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 E-mail: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , Chandigarh
CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 Anna Salai, Teynampet, CHENNAI – 600 018 Tel. 044-24333668 /5284 Fax: 044-24333664 E-mail: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>	Tamil Nadu,Pondicherry Town and Karaikal (which are part of Pondicherry)
NEW DELHI	Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI – 110 002 Tel. 011-23239633/ 23237532 Fax: 011-23230858 E-mail: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>	Delhi
GUWAHATI	Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI – 781 001 (Assam) Tel. : 0361-2132204/5 Fax:0361-2732937 E-mail: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court, Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD – 500 004 Tel. 040-65504123/ 122 Fax: 040-23376599 E-mail: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>	Andhra Pradesh, Telgana, Yanam – a part of the UT of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@gbic.co.in">Bimalokpal.jaipur@gbic.co.in</a>	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Bldg, Opp. Cochin Shipyard, M.G. Road , ERNAKULAM – 682 015 Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>	Kerala , Lakshadweep , Mahe – a part of Pondicherry
KOLKATA	Office of The Insurance Ombudsman Hindusthan Building Annexe, 4th Floor,	West Bengal , Andaman & Nicobar Islands , Sikkim

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

	4 Chittaranjan Avenue KOLKATA -700 072 Tel: 033 22124346/(40) Fax: 033 22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>	
LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel : 0522 -2231330/ 31 Fax : 0522-2231310 Email <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>	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, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI – 400 054 Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>	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: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

**Section 38- Assignment and Transfer of Insurance Policies.**

**Annexure 1**

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, as amended from time to time. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the policySuch 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

**Policy Document –  
Star Union Dai-ichi's Guaranteed Money Back  
UIN – 142N036V02**

- 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 Law (Amendment) Act 2015 shall not be affected by this section.

**[ Disclaimer : This is not a comprehensive list of amendments of Insurance Act 1938 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]**

SAMPLE

**Section 39- Nomination by policyholder**

**Annexure 2**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of them

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

14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Act 1938 as amended from time to time.
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 Act 1938 as amended from time to time, a nomination is made in favor 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.

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SAMPLE

**Section 45 – Policy shall not be called in question on the ground of mis-statement after three years.**      **Annexure 3**

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 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.

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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