

Canara HSBC Oriental Bank of Commerce Life Insurance Smart Vriddhi Plan

UIN _____

PART A

Date:

WELCOME LETTER

{{OWNER_NAME}}
{{FATHERS_NAME/HUSBAND NAME}}
{{PO_M_ADD_1}}
{{PO_M_ADD_2}}
{{PO_M_ADD_3}}
{{PO_M_ADD_CITY}} - {{PO_M_ADD_PINCODE}}
{{PO_M_ADD_STATE}}
{{PO_M_ADD_COUNTRY}}
Contact No.: {{OWNER_CONTACT}}

Client ID.	{{OWNER_CLIENT_ID}}	Your Branch Representative Details:	
Policy No.	{{POLICY_NUMBER}}	Name	{{Agent_name}}
Proposal No.	{{PROPOSAL_NUMBER}}	Contact No.	{{AGENT_CONTACT}}

Dear {{Owner_name}},

Welcome to the Canara HSBC Oriental Bank of Commerce Life family. We would like to congratulate you on purchasing Canara HSBC Oriental Bank of Commerce Life Insurance Smart Vriddhi Plan.

Please note that this is an individual non-linked, non-participating, limited Premium payment endowment plan.

This document is your policy contract and contains important information related to your Policy. We would recommend that You read this document carefully to ascertain if the details mentioned are accurate.

If You wish to rectify any of the details provided by You in the Policy, then please get in touch with our **Resolution center: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL users) or your bank branch representative**. You can also **SMS us at 9779030003** or write to us at customerservice@canarahsbclife.in and our representative will contact you at your convenience.

We are confident that our product will meet your requirements, however in case the Policy terms and conditions are not agreeable to You then You can opt for a cancellation of your Policy. If You decide to opt for cancellation, we would request You to send back this Policy Document along with the reason for non-acceptance within 15 days from receipt of this document or 30 days in case the Policy is sourced through Distance Marketing mode. In case You opt for cancellation within the said period, we shall refund the Premium subject only to deduction of the proportionate risk Premium for the period of life cover and stamp duty charges, as per applicable regulatory guidelines. Please note that this facility is available only at the first instance, on receipt of the original Policy Document, and will not apply to duplicate Policy Document issued by the Company on your request.

As an added convenience for You, we offer an easy-to-navigate online system to manage your Policy. Log on to our website www.canarahsbclife.com and register to start using this service.

In case of any claim related matters You or the Claimant may contact us at **Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**, 2nd Floor, Orchid Business Park (Near Subhash Chowk), Sector-48, Sohna Road, Gurgaon 122018, Haryana, India. You can also get in touch with us on 1800-103-0003 /1800-180-0003 (BSNL/MTNL) or SMS us at 9779030003 or write to us at customerservice@canarahsbclife.in

Final T&C- 19th June 2015

We request You to pay your Premiums on time (within Grace Period) to enjoy uninterrupted Policy benefits.

Thank you for giving us the opportunity to service your Insurance needs and we will ensure we are here to fulfill all your Policy servicing needs.

Yours Sincerely,

Chief Operating Officer

(ii) Policy Preamble:

This Policy Document evidences a legal contract between the Policyholder and Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited which has been concluded on the basis of your statements and declarations in the Proposal Form and other documents evidencing insurability of the Life Assured. This is an individual non-linked, non-participating, limited Premium payment endowment plan which provides benefits as per the terms and conditions of the Policy.

These terms and conditions are divided into numbered clauses for ease of reference and reading. These divisions and the corresponding Clause headings do not limit the Policy or its interpretation in any way. References to any Act, regulation, guidelines etc shall include subsequent changes to the same. All references to 'age' shall refer to age as per the last birthday. The terms 'You', 'your' used in this document refer to the Policyholder. 'We', 'us' 'Company' or 'our' refers to Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. The word "Authority" would refer to the Insurance Regulatory and Development Authority of India (IRDAI).

POLICY SCHEDULE

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited (the Company) has received a Proposal and first Premium from the Policyholder. The Proposal and declaration along with statements, reports or other documents leading to the issuance of this Policy has been accepted by the Company and the Policyholder as the basis of this contract. This contract will be valid in consideration of and subject to receipt of subsequent Premiums mentioned below, the terms and conditions of this Policy or any riders attached and any endorsements made. The Company shall pay relevant benefits and other amounts that become payable upon occurrence of one or more events mentioned in this Policy on receipt of proof that is satisfactory to the Company. The date of commencement of risk under this Policy is as mentioned below.

	Policyholder Details	Life Assured Details
Name	{{OWNER_NAME}}	{{ASSURED_NAME}}
Date of Birth	{{OWNER_BIRTH_DATE}}	{{ASSURED_BIRTH_DATE}}
Age	{{OWNER_AGE}}	{{ASSURED_AGE}}
Gender	{{OWNER_GENDER}}	{{ASSURED_GENDER}}

Policy Schedule Details

Proposal Number	{{PROPOSAL_NUMBER}}
Policy Number	{{POLICY_NUMBER}}
Plan Name	{{PLAN_NAME}}
Plan Type	{{PLAN_TYPE}}
Policy Term (Years)	10 years
Premium Paying Term (Years)	5 years
Installment Premium (')¹	{{INSTALLMENT_PREMIUM}}
Age Admitted	{{AGE_ADMITTED}}
Risk Commencement Date	{{ SAME AS POLICY_COMMENCEMENT_DATE }}
Policy Commencement Date	{{POLICY_COMMENCEMENT_DATE}}
Maturity Date	{{MATURITY_DATE}}
Premium Payment Frequency	{{POLICY_PAYMENT_FREQUENCY}}
Next Premium Due Date	{{NEXT_PREMIUM_DUE_DATE}}
Last Premium Due Date	{{LAST_PREMIUM_DUE_DATE}}

Benefit Coverage Details

Sum Assured(')	{{{ }}
Death Benefit (')	{{{ }}
Additional Accidental Death Benefit (')	{{{ }}
Guaranteed Sum Assured on Maturity(')	{{{ }}

Nominee Details*

Name	Gender
{{NOMINEE_NAME_1}}	{{NOMINEE_GENDER_1}}
{{NOMINEE_NAME_2}}	{{NOMINEE_GENDER_2}}

*Nominee details under section 39 of Insurance Act, 1938 as amended from time to time.

Appointee Name (in case nominee is minor)

{{APPOINTEE_NAME}}

¹Service tax and other taxes as applicable from time to time, will be charged over and above this Premium and will be borne by the Policyholder.

"On Examination of the Policy, if the Policyholder notices any mistake, the Policy Document is to be returned for correction to the Company"

Canara HSBC Oriental Bank of Commerce Life Insurance Co Ltd. IRDAI Registration no: 136.

Registered Office: C31 & C32, First Floor, Connaught Circus, New Delhi-110001

Corporate Office: 2nd Floor, Orchid Business Park (Near Subhash Chowk),
Sector-48, Sohna Road, Gurgaon 122018, Haryana, India

Canara HSBC Oriental Bank of Commerce Life Insurance Smart Vriddhi Plan is an individual non-linked, non-participating, limited Premium payment endowment plan.

FIRST PREMIUM RECEIPT

Receipt Number: {{RECEIPT_NUMBER}}

Date: {{FPR_DATE}}

Policy Number	{{POLICY_NUMBER}}
Policyholder	{{OWNER_NAME}}
Plan Name	{{PLAN_NAME}}
Life Assured	{{ASSURED_NAME}}
Premium Payment Frequency	{{POLICY_PAYMENT_FREQUENCY}}
Death Benefit (₹)	{{ }}

Additional Death Benefit in case of death due to Accident {{ }}

Payment Related Information

Base Premium Payable (₹)*
Underwriting Extra Premiums, if any (₹) /
Service Tax & Educational Cess (₹)*
Total Amount Payable (₹)
Total Amount received (₹)
Balance Amount (₹)
Next Premium Due Date

*Total Amount Payable for the Policy is equal to Base Premium Payable plus Underwriting Extra Premium, if any and applicable service tax and educational cess. You may be entitled for tax benefits under Section 80C as per the Income tax Act, 1961. Tax Benefits under the Policy will be as per the prevailing Income Tax laws and are subject to amendments from time to time. For tax related queries, contact your independent tax advisor.

The excess amount, if any, indicated as Balance Amount above will not earn any interest and will be adjusted towards future premiums on the due date.

Service Tax registration no. AADCC1881FST001.

This is a computer generated statement and does not require signature.

ENDORSEMENTS

Total Stamp Value (€) / {{STAMP_DUTY}}

"The appropriate stamp duty towards this Policy is paid"

PART B

GLOSSARY OF IMPORTANT TECHNICAL AND LEGAL TERMS IN AN INSURANCE POLICY

This document aims to explain certain technical and legal terms of the insurance policy in a simple and easy language

Age (Last Birthday)	The Life Assured/ Policyholder's age at his/her last birthday, as on date of commencement of Policy.
Annualized Premium	The amount payable by the Policyholder for the entire Policy Year as specified in the Policy Schedule exclusive of any applicable taxes/cess.
Assignment & Assignee	Assignment is a method by which the Policyholder can transfer his/her interest in the Policy to another person. An assignment can be made by an endorsement on the Policy Document or as a separate deed. Assignment can either be absolute, partial or conditional. Assignee is the person to whom the rights and benefit are transferred by virtue of assignment in accordance with Section 38 of the Insurance Act, 1938, as amended from time to time.
Accident	Accident means an event resulting solely from sudden, unexpected, violent external force independently of any other cause.
Accidental Death	Accidental Death means the death of the Life Assured caused from an Accident, provided that the Policy is in-force on the date of Accident and on date of death.
Accidental Death Benefit	Accidental Death Benefit means the amount as set out in the Policy Schedule which is payable as per the terms and the conditions of the Policy upon the Accidental Death of the Policyholder, subject to Clause 1.2, 2.2 and 2.3.2 of the Policy terms and conditions.
Claimant	Claimant means the Policyholder, however for the purposes of payment of death benefit (including Accidental Death Benefit, if any) Claimant means the following person(s):- (i) Where the Policyholder and Life Assured are different, Claimant shall be the Policyholder (ii) Where Policyholder and Life Assured are same, Claimant shall be the Nominee (s) (iii) Where Policyholder and Life Assured are same and there is no Nominee(s), then Claimant shall be the Policyholder's legal heir or legal representative or the holder of a succession certificate.
Exclusions	Specific conditions or circumstances for which the Policy shall not provide any benefits.
Financial Year	12 months period commencing from April 1st every year.
Grace Period	A time period, as given in the terms & conditions of the Policy, within which the Policyholder can pay due premiums to keep his/her Policy inforce. Policyholders are expected to pay regular Premium on due dates. Grace Period does not apply for single Premium Policy.
Lapsed Policy	A Policy which is no longer in force on account of non-payment of the due Premium within

	the Grace Period, provided it has not acquired the paid up status.
Life Assured	The person whose life is insured under the Policy as mentioned in Policy Schedule.
Maturity	The date upon which the specified Maturity Benefit is payable, in accordance with the terms and conditions of the Policy.
Maturity Benefit	The amount payable to the Policyholder at the end of the stipulated Policy Term is called Maturity Benefit.
Misrepresentation	Act of making any kind of statement that does not in fact reflect its true nature.
Nomination	An act by which the Policyholder authorizes another person to receive the Policy proceeds in the event of his/her death. Nomination shall be in accordance with Section 39 of the Insurance Act 1938 as amended from time to time.
Nominee(s)	The person(s) named in the Policy Schedule who is/are entitled to receive the Policy proceeds upon the death of the Life Assured.
Paid-up Value	Paid-up Value is the reduced amount of benefits payable by the Company in case the Policy acquires paid-up status as per terms and conditions of the Policy.
Policy	Policy means the contract of insurance entered into between the Policyholder and the Company as evidenced by Policy Document.
Policy Document	Policy Document means and includes terms and conditions, the attached Policy Schedule, the Proposal Form and all endorsements issued by us from time to time.
Policyholder	Policyholder is the owner of this Policy at any given point in time.
Policy Term	Policy Term is the period for which insurance coverage is given.
Policy Month	1 month period commencing from the Policy Commencement Date and each subsequent month thereafter during the Policy Term. The Policy Month may be different from the calendar month.
Policy Year	The 12 consecutive months period commencing from the Policy Commencement Date and ending on the day immediately preceding the first policy anniversary and each subsequent period of 12 consecutive months thereafter during the Policy Term.
Premium	The amount payable by the Policyholder to the Insurance Company in exchange for the Company's obligation to pay benefits upon the occurrence of the contractually-specified contingency (e.g., death). Premium excludes services tax and/or any other taxes or cess as applicable.
Proposal Form	It is an application form which is to be completed and signed by the proposer for securing an insurance Policy and forms the basis for issuance of the Policy.

Revival	The restoration of a Lapsed Policy to in-force status. Revival can only occur after the expiration of the Grace Period. The Company may require evidence of insurability (if health status has changed, deny revival), and will always require payment of the total amount of past due Premium/s along with interest.
Risk	The obligation assumed by the Company when it issues a Policy.
Sum Assured	Sum Assured is the minimum amount that an insurer agrees to pay on the occurrence of a stated contingency (eg: Death of the Life Assured) subject to terms and conditions of the Policy.
Surrender Value	The value payable to the Policyholder in the event of his/her deciding to terminate the Policy before the Maturity of the Policy, subject to terms and conditions of the Policy.
Underwriting	The process of evaluating risks for insurance and determining in what amounts and on what terms the Company will accept the risk.

The Terms '**Risk Commencement Date**', '**Policy Commencement Date**', '**Policy Term**', '**Sum Assured**', '**Guaranteed Sum Assured on Maturity**', '**Life Assured**', '**Premium Paying Term**', '**Policyholder**', '**Nominee**' and '**Appointee**' shall mean the respective dates, amount or names mentioned against each of them in the Policy Schedule and the term insurer shall mean Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited.

PART C

1. BENEFITS UNDER THE CANARA HSBC ORIENTAL BANK OF COMMERCE LIFE INSURANCE SMART VRIDDHI PLAN

1.1 Death Benefit

Subject to the provisions contained herein, if the Life Assured's death occurs on or after the Risk Commencement Date and anytime during the Policy Term when the Policy is in force, we will pay a Sum Assured On Death which is higher of:

- i) Sum Assured calculated as (Sum Assured Multiple) X Annualized Premium
- ii) Guaranteed Sum Assured on Maturity; and
- iii) 105% of (the total Annualized Premiums paid till the date of death)

The fixed Sum Assured Multiple for purposes of Clause (i) above for various entry age bands are given in the table below:

Entry Age Band	Sum Assured Multiple
18-27	18
28-33	17
34-37	16
38-40	15
41-42	14
43-44	13
45-46	12
47-48	11
49-50	10

If the Life Assured, whether sane or insane commits suicide, Death Benefit shall be governed by the terms and conditions stated under Suicide Clause in Part F.

On payment of Death Benefit, the Policy shall terminate and no further benefit shall be payable under the Policy.

1.2 Accidental Death Benefit

1.2.1 Subject to Clauses 5.1 and 5.2 and the Policy remaining in force, if the Life Assured dies on account of an Accident on or after the Risk Commencement Date and anytime during the Policy Term, We will also pay an additional amount equal to Sum Assured as defined in Clause 1.1(i) above.

On payment of Death Benefit (including Accidental Death Benefit as applicable), the Policy shall terminate and no further benefit shall be payable under the Policy.

Requirements for Death Benefit Claims

Refer Claims Procedures mentioned under "Part F".

1.3 Maturity Benefit

1.3.1 On survival of the Life Assured to the end of the Policy Term, a Maturity Benefit equal to Guaranteed Sum Assured on Maturity is payable provided that the Policy is in-force. The Guaranteed Sum Assured on Maturity is equal to 137.5% of the total Premiums paid.

1.4 Surrender Benefit

You may surrender the Policy any time during the Policy Term, provided that Premiums for atleast 2 Policy Years have been paid. The Surrender Benefit payable shall be higher of Guaranteed Surrender Value (GSV) and Special Surrender Value (SSV).

1.4.1 Guaranteed Surrender Value is defined as: GSV Factor * Sum of Premiums Paid till date.

GSV Factors are given in the table below:

Year of Surrender	GSV Factor
1	0.00%
2	47.27%
3	48.82%
4	70.51%
5	72.36%
6	74.37%
7	76.57%
8	98.96%
9	111.56%
10	124.40%

1.4.2 Special Surrender Value may be offered by Us which may vary from time to time, subject to prior approval from IRDAI.

1.4.3 The Surrender Value payable to You shall be higher of Guaranteed Surrender Value and Special Surrender Value (if payable).

1.4.4 We shall on receipt of a duly signed request for Surrender, terminate the Policy and pay the Surrender Value. On Surrender, the Policy is terminated with no further benefits payable.

2. PAYMENT OF PREMIUM AND EFFECT OF NON PAYMENT OF PREMIUM

2.1 You shall pay the regular Premium amounts at the frequency and for the Premium Paying Term as specified in the Policy Schedule at the respective due dates and before the end of Grace Period. If any regular Premium is received before the due date, it shall be credited to the Policy only on the due date and You shall not be entitled to any interest on such regular Premium. Renewal Premiums can be paid in advance provided they are paid within the same Financial Year in which the Premium is due.

2.2 Non payment of Premium

A Policy shall acquire lapsed status if the Policyholder fails to pay due Premium within the Grace Period in the first two Policy Years. In such case, provided that atleast one full year's Premiums have been paid and the Policy has not revived, an amount equal to 10% of total Premiums paid shall be payable on death of Life Assured or on request for termination of the Policy by the Policyholder or on expiry of the Revival Period, whichever is earliest. In case the Policy has acquired lapsed status, no additional Accidental Death Benefit shall be payable in case of death due to Accident and only the amount as mentioned herein shall be payable.

On payment of the amount mentioned above, no further amount will be payable either on death or on Maturity.

2.3 Paid Up Policy

If any regular Premium is not paid within the Grace Period and such default in payment of Regular Premium occurs after the commencement of 3rd Policy Year the Policy shall acquire Paid up status. Once the Policy is in paid up state and provided the Policy is not surrendered, the Policyholder will receive paid up benefit as applicable on the event of death or Maturity, whichever is earlier.

Paid up benefits shall be calculated as below:

2.3.1 Death Benefit

Anytime during the Policy Term, if the Life Assured dies and the Policy is in paid-up status, We will pay only the following:

Death Benefit = Sum Assured on death* (Number of premiums paid / Total number of premiums payable)

2.3.2 Accident Death Benefit

Anytime during the Policy Term, if the Life Assured dies due to Accident and the Policy is in paid up status, We will also pay an additional amount equal to Death Benefit as mentioned in Clause 2.3.1.

2.3.3 Maturity Benefit

If the Life Assured is alive and the Policy is in paid-up status on the Maturity Date, We will pay only the following:

Maturity Benefit = (Guaranteed Sum Assured on Maturity) * (Number of Premiums paid / Total number of Premiums payable).

The Guaranteed Sum Assured on Maturity is equal to 137.5% of the total Premiums paid.

2.3.4 Surrender Benefit

Policy acquires a Surrender Value after payment of at least two years Premium. Surrender Benefit shall be as per Clause 1.4.

3. TERMINATION OF POLICY

The Policy shall immediately and automatically terminate upon payment of Death Benefit/Surrender Benefit/Maturity Benefit, whichever is earlier. However where a Policy has lapsed, the condition for termination of Policy shall be as per Clause 2.2.

PART D

4. REVIVAL OF THE POLICY

4.1 You may revive Your lapsed or paid up Policy by giving Us a written application for Revival and paying all due unpaid installments of regular Premium with interest at the rate specified by Us and completing the other requirements as may be stipulated by Us, within 2 consecutive years from the due date of the first unpaid installment of regular Premium provided no claim has arisen under the Policy due to the death of Life Assured. You shall submit a written revival request together with evidence of insurability and health of Life Assured to Our satisfaction. We may accept or decline Your application to revive the Lapsed Policy or paid up Policy as per Our Board approved underwriting policy.

The Revival of the Policy will be effective after Our approval is communicated in writing to You. In case the request for Revival is rejected, then the Premium including interest paid for the Revival would be refunded to You.

4.2 Post Revival of the Policy, the benefits as defined in Clause 1.1, 1.2, 1.3 and 1.4 above will be payable. If a Lapsed Policy, that has not acquired a paid-up status, is not revived within the revival period, the Policy shall terminate on payment of an amount as mentioned in Clause 2.2 above. In case the Policy has acquired a paid-up status and is not revived within the revival period, then it will continue with paid-up benefits till the end of the Policy term as mentioned in Clause 2.3 above.

5 EXCLUSIONS

5.1 Suicide Exclusion

Refer suicide Clause mentioned under Part F.

5.2 Accidental Death Benefit Exclusion

- 5.2.1 The Life Assured flying in any kind of aircraft, other than as a bonafide passenger (whether fare-paying or not) on an aircraft of a licensed airline;
- 5.2.2 The Life Assured taking part in any hazardous sport or pastime (including but not limited to hunting, mountaineering, racing, steeple chasing, bungee jumping, etc.) not previously declared and accepted by the Company;
- 5.2.3 The Life Assured performing service in any active military, air force, naval, paramilitary or similar organization;
- 5.2.4 The Life Assured taking part in any strike, industrial dispute, riot, etc;
- 5.2.5 The Life Assured taking part in any criminal or illegal activity with Criminal intent;
- 5.2.6 Self-inflicted injury, or suicide -whether sane or insane;
- 5.2.7 The Life Assured being under the influence or abuse of drugs, alcohol, narcotics or psychotropic substance not prescribed by a registered medical practitioner;
- 5.2.8 War, civil commotion, invasion, hostilities (whether war be declared or not);
- 5.2.9 Nuclear reaction, radiation or contamination.

6. LOANS

No Loans are available in this Policy.

PART E

Charges:

There are no explicit charges under this plan.

PART F

General Conditions:

All options, rights and obligations under this Policy vest with the Policyholder, and shall be discharged by the Policyholder/nominee or legal heirs as the case may be.

Assignment:

Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time. The entire Section 38 is reproduced and enclosed in **Annexure 4**.

Nomination:

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time. The entire Section 39 is reproduced and enclosed in **Annexure 5**.

Discretion:

We reserve the right to review, revise, delete and / or alter any of the terms and conditions of this Policy, including without limitation the benefits, the Premiums and any charges with the prior approval of Authority. The terms of this Policy shall also stand modified from time to time, to the extent of changes to the Regulations affecting the terms and conditions of this Policy.

Policy Currency:

All Premiums and Benefits payable shall be paid in Indian Rupees only.

Misstatement of Age:

The Age of the Policyholder/Life Assured has been admitted on the basis of the declaration made in the Proposal and/or in any statement, supporting document/proof provided in this regard. If the date of birth of the Life Assured has been misstated and as a result if the Policyholder has paid less premium than what would have been payable for the correct age, the company would be entitled to charge and the Policyholder would be obliged to pay for such premium difference since commencement of the Policy without interest.

If the date of birth of the Life Assured has been misstated and the Policyholder has paid higher premium than what would have been payable for the correct age, the company shall refund the excess premiums without any interest. In case of termination of the Policy any unpaid balance will be adjusted from the benefit payout.

However where the Premium is fixed and benefit varies because of entry age, the Company will have the right to adjust the benefit payable under the Policy.

If at the correct age, the Life Assured was not insurable under this Policy according to our requirements, we reserve the right to pay the Premiums paid till date post deduction of any relevant cost, expenses or charges as applicable and terminate the Policy in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time.

Reference to Grievance Mechanism:

The contact details and procedure to be followed in case of any grievance in respect of this Policy is provided in the document titled as "Grievance Redressal" as provided in Part G.

Compliance with statutes & Taxation:

It shall be solely your responsibility to ensure compliance with all applicable provisions of the Regulations, including taxation laws, and payment of all applicable taxes in respect of the Premium and Benefits or other payouts made or received under this Policy. We are entitled to make such deductions and/or levy such charges, present and future which in Our opinion are necessary and appropriate, from and/or on the Premium(s) payable or Benefit amounts receivable under the Policy on account of any income tax, withholding tax, service tax, sales tax, value added or other tax, cess, duty or other levy which is or may be imposed in relation to the Policy by any legislation, order, regulation or otherwise upon Us, You or the Claimant. It is agreed and understood that We shall not be liable for any taxes on any personal income of You or the Claimant. You acknowledge that You are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes in all jurisdictions in which your tax obligations arise and relating to the Services provided by Us. We do not provide any tax advice. You are advised to seek independent legal and/or tax advice. We have

Final T&C- 19th June 2015

no responsibility in respect of your tax obligations in any jurisdiction including but not limited to those that relate specifically to the Services provided by Us.

Communication and Dispatch:

We shall dispatch the Policy Documents, communications and notices to You through courier or post (ordinary/registered/speed post) at the address for correspondence provided by You in the Proposal Form or updated address provided to Us through written communication. In case the Policy Documents are returned undelivered, we may attempt to have the same delivered to You through alternative means.

Free-look period:

In case the Policy terms and conditions are not agreeable to You then You can opt for a cancellation of your Policy. If You decide to opt for cancellation, we would request You to send back this policy contract along with the reason for non-acceptance within 15 days from receipt of this document or 30 days in case the Policy is sourced through Distance Marketing mode. In case You opt for cancellation within the said period, on receipt of the letter, we shall refund the Premium paid by You subject only to deduction of the proportionate risk Premium for the period of life cover and stamp duty charges, as per applicable regulatory guidelines.

Replacement of Policy document:

We will replace a lost Policy Document if We are satisfied that it is lost, but We reserve the right to make investigations and to call for evidence of the loss of the Policy Document. If We issue a Policy Document to replace the lost Policy Document, then:

- (i) The original Policy Document shall cease to be applicable and You agree to indemnify Us from any and all losses, claims, demands or damages arising from or in connection with the original Policy Document;
- (ii) You shall not be entitled to any Free-look period on the duplicate Policy Document issued. However the Company may permit Free- look cancellation in such cases where after investigation, it is evident that the Customer has not received the original Policy Document.
- (iii) No charge/fee will be levied for replacement of Policy Document.

Grace Period:

Policyholders are required to pay Premium on or before the premium payment due dates. However the Policyholder is also provided with a Grace Period of 30 days from the Premium due date to pay the Premiums. During the Grace Period the Policyholder will be entitled to all benefits under the Policy. In the event of death claim during the Grace Period, the Company will deduct any due unpaid Premium(s), including rider Premium(s), if any along with applicable service tax and educational cess and any outstanding loan and interest thereon, if any, before paying the benefits to the Policyholder.

Suicide Clause:

If the Life Assured, whether sane or insane, commits suicide within one year from the date of commencement of the Policy or date of revival of the Policy, the benefits payable under this Policy shall be:

- (i) In case suicide is committed within one year from the date of commencement of the Policy and the Policy is in force, 80% of the Premiums paid till then will be refunded.
- (ii) In case if suicide happens within one year from the revival date of the Policy, higher of 80% of the premiums paid till date of death or the Surrender Value as available on the date of death shall be payable under this Policy.
- (iii) In case of suicide after one year from the date of commencement of the Policy or the date of Revival and the Policy is in force, death benefit as applicable shall be payable under this Policy.

Claim Procedures

In case of payment of policy benefits when the Life Assured is alive, the Claimant shall be the Policyholder. The Policyholder will have to contact the Company and submit the original Policy Documents and any other documents as may be required by the Company.

In the event of death of the Life Assured, to register the claim under this Policy, the Claimant shall endeavor to tell us in writing immediately within a period of 60 days of such death through the Claim Form along with the following documents:

- Original Policy Document
- Death certificate
- Attested copy of photo identity and address proof of the Claimant
- Company Specific Claim formats duly completed and signed – Claim Form, Physician's Statement, Treating Hospital Certificate, Employer Certificate
- Hospital records/other medical records
- Post-mortem/ chemical viscera report, wherever conducted
- Police Records - First Information Report, Panchnama, Police Investigation Report, Final Police Report only in case of unnatural or accidental deaths.

If We do not receive notification of the death within 60 days, We may condone the delay if we are satisfied that the delay was for reasons beyond the Claimant's control. The claim shall be paid to the Claimant specified under the Policy. The Company reserves the right to call for such documents or information, including documents/ information concerning the title of the Claimant, to the satisfaction of the Company for processing the claim.

For the Purposes of payment of death benefit (including Accidental Death Benefit, if any), Claimant shall mean the following person(s)

- (i) Where the Policyholder and Life Assured are different, Claimant shall be the Policyholder
- (ii) Where Policyholder and Life Assured are same, Claimant shall be the Nominee(s)
- (iii) Where Policyholder and Life Assured are same and there is no Nominee(s), then Claimant shall be the Policyholder's legal heir or legal representative or the holder of a succession certificate.

Any claim intimation to the Company must be made in writing and delivered to the address, which is currently:

Claims Unit

2nd Floor, Orchid Business Park (Near Subhash Chowk),
Sector-48, Sohna Road, Gurgaon 122018,
Haryana, India

Resolution Centre: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)

Email id: claims.unit@canarahsbclife.in

Any change in the address or details above will be communicated by the Company to the Policyholder in writing.

For further details on the process, please visit our claims section on our website www.canarahsbclife.com

Electronic transactions:

In conducting electronic transactions, in respect of this Policy, You shall comply with all such terms and conditions as prescribed by us. Such electronic transactions are legally valid and shall be binding on You.

Governing Law & Jurisdiction:

This Policy and all disputes arising under or in relation to the Policy shall be governed by and interpreted in accordance with Indian law and by the Indian courts

Section 45 - Mis-Statement or Suppression of material facts and Fraud

Final T&C- 19th June 2015

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. The entire Section 45 is reproduced and enclosed in **Annexure 6**.

PART G

Annexure 1

GRIEVANCE REDRESSAL PROCEDURE

We, at Canara HSBC Oriental Bank of Commerce Life strive to ensure that our customers get only the very best of service from us. We understand the customer's grievance and try to resolve the same by ascertaining all the facts and documents available to provide a fair resolution on the complaint.

1. In case You wish to register a complaint with us, You may visit our website, approach our Resolution Centre, Grievance Officers at Hub locations, or You may write to us at the following address:

Complaint Redressal Unit

Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.
2nd Floor, Orchid Business Park (Near Subhash Chowk),
Sector-48, Sohna Road,
Gurgaon 122018, Haryana, India
Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)
Email: cru@canarahsbclife.in

We shall respond to You within two weeks from the date of our receiving your complaint. Kindly note that in case we do not receive revert from You within eight weeks from the date of your receipt of our response we will treat your complaint as closed.

2. In case You do not receive a satisfactory response from us within the above timelines, You may write to our Complaint Redressal Officer at:

The Complaint Redressal Officer

Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.
2nd Floor, Orchid Business Park (Near Subhash Chowk),
Sector-48, Sohna Road,
Gurgaon 122018, Haryana, India
Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)
Email: cro@canarahsbclife.in

3. 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

Final T&C- 19th June 2015

Hyderabad – 500 029, Andhra Pradesh

Fax No: 91- 40 – 6678 9768

4. In case You are not satisfied with the decision/resolution of the Company, You may approach the Insurance Ombudsman for your State or an appropriate judicial/quasi-judicial authority having jurisdiction over the matter for redressal of your grievance.

We draw your attention to Rule 12 (1) and 13 (3) of the Redressal of Public Grievance Rules, 1998 , which is reproduced below:

Rule 12 Power of Ombudsman

(1) The Ombudsman may receive and consider :-

- (a) Complaints under Rule 13;
- (b) any partial or total repudiation of claims by an insurer;
- (c) any dispute in regard to premium paid or payable in terms of the Policy;
- (d) any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- (e) delay in settlement of claims;
- (f) non-issue of any insurance document to customers after receipt of premium.

Rule 13 Manner in which complaint is to be made

(3) No complaint to the Ombudsman shall lie unless :-

- (a) the complainants had before making a complaint to the Ombudsman made a written representation to the insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
- (b) the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant: and
- (c) the complaint is not on the same subject-matter, for which any proceedings before any court, or Consumer Forum, or arbitrator is pending or were so earlier.

LIST OF INSURANCE OMBUDSMAN*

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <u>AHMEDABAD-380 014.</u> Tel.: 079-27546840 Fax : 079-27546142 Email: ins.omb@rediffmail.com	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, 1st Phase, BENGALURU – 560 078.. Tel.: 080 - 22222049 / 22222048 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.)-462 023. Tel.: 0755-2569201 Fax : 0755-2769203 Email: bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <u>BHUBANESHWAR-751 009.</u> Tel.: 0674-2596455 Fax : 0674-2596429 Email: ioobbsr@dataone.in	Odisha

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.: 0172-2706468 Fax : 0172-2708274 Email: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312),Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044-24333668/5284 Fax : 044-24333664 Email:chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23239633 Fax : 011-23230858 Email: iobdelraj@rediffmail.com	Delhi
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361-2132204/5 Fax: 0361-2732937 Email: ombudsmanghy@rediffmail.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Main Court, A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u> Tel: 040-65504123 Fax: 040-23376599 Email: insombudhyd@gmail.com	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, <u>JAIPUR - 302 005.</u> Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in	Rajasthan
KOCHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <u>ERNAKULAM-682 015.</u> Tel: 0484-2358759 Fax: 0484-2359336 Email: iokochi@asianetindia.com	Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, <u>Kolkatta – 700 072.</u> Tel: 033 22124346/(40) Fax: 033 22124341 Email: insombudsmankolkata@gmail.com	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel: 0522 -2231331 Fax: 0522-2231310 Email: insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel: 022-26106928 Fax: 022-26106052 Email: ombudsmanmumbai@gmail.com	Goa , Mumbai Metropolitan Region excluding Navi Mumbai & Thane
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.

*For updated list of Ombudsman please refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html>

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited

Office Address: [Latest branch office list at the time of printing IRDAI approved terms and conditions]

S.No.	Branch Locations
	[Latest branch office list at the time of printing IRDAI approved terms and conditions]

*As on date of issuance of Policy

Section 38 "Assignment and Transfer of Insurance Policies" is reproduced below

38. (1) A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.

(2) An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section (1), where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policy-holder or in public interest or is for the purpose of trading of insurance policy.

(3) The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policy-holder not later than thirty days from the date of the policy-holder giving notice of such transfer or assignment.

(4) Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.

(5) Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer:

Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.

(6) The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered:

Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.

(7) Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.

(8) Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

Explanation.— Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of sub-section (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.

(9) Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Law (Amendment) Act, 2015 shall not be affected by the provisions of this section.

(10) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that —

(a) the proceeds under the policy shall become payable to the policy-holder or the nominee or nominees in the event of either the assignee/or transferee predeceasing the insured; or

(b) the insured surviving the term of the policy, shall be valid:

Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

(11) In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policy-holder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

Section 39 "Nomination by Policyholder" is reproduced below

39. (1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death:

Provided that, where any nominee is a minor, it shall be lawful for the policy-holder to appoint any person in the manner laid down by the insurer, to receive the money secured by the policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The insurer shall furnish to the policyholder a written acknowledgment of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its re-assignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policy-holder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policy-holder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policy-holder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the

amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Law (Amendment) Act, 2015.

(11) Where a policy-holder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.

(12) The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied:

Provided that where a nomination made whether before or after the commencement of the Insurance Law (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

Section 45 "Policy not to be called in question on ground of misstatement after three years" is reproduced below-

(1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud: Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

Explanation I- For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the 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.

Explanation II- Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the mis-statement of a or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

Explanation –A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based:

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation.

Explanation- For the purposes of this sub-section, the mis-statement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(5) Nothing in this sections shall prevent the insurer from calling 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 that the age of the Life Assured was incorrectly stated in the proposal.