

A non linked, non participating rider

1. Part A

Forwarding Letter

As per Base Policy

1.1. Rider Policy Preamble

Rider Policy Terms and Conditions and Privileges within referred to

This Rider Policy is the evidence of the contract between Reliance Nippon Life Insurance Company Limited and the Policyholder referred to below.

Reliance Nippon Life Insurance Company Limited (hereinafter called “RNLIC”) agrees to pay the benefits, as stipulated in the Policy Schedule to the Policyholder on the basis of the statements, proposal, declarations and premium along with taxes as applicable from the Policyholder on the assurance that the Policyholder has agreed to all the terms and conditions referred to in the Reliance Nippon Life Accidental Death and Disability Rider (UIN:121B017V01) Policy Document. The Benefits shall be paid only when the same are payable as per the stipulations in the Rider Policy Document. The Claimant/ Nominee needs to submit satisfactory proof of title and other applicable documents pertaining to the Rider at the RNLIC offices for claiming the benefit.

It is hereby further agreed that this Rider Policy shall be subject to the terms, conditions and privileges in this Rider Policy Document and that the Base Policy Schedule and every endorsement placed on Base Policy by RNLIC shall be deemed to be a part of the Policy Rider also.

This rider is not a stand-alone insurance product and is available only with base insurance products. This rider policy document should be read in conjunction with the Base Policy Document.

1.2. Policy Schedule – Reliance Nippon Life Accidental Death and Disability Rider

As per Base Policy



Key Feature Document

This is an optional rider that can be opted along with the non-linked base plans, which provides for financial compensation in case of unfortunate event of an accident leading to total and permanent disability or death within 180 days from the date of accident.

This rider shall be available under single premium, regular premium and limited premium paying policies. The cover shall be available during the policy term or till the policy anniversary on which age of the life assured is 70 years, whichever is earlier.

<p>Accidental Death Benefit</p>	<p>In the event of death due to accident, in addition to base plan death benefit, an additional sum equal to the rider sum assured shall be payable under this policy. However, the policy shall have to be in force at the time of accident irrespective of whether or not it is in force at the time of death.</p>
<p>Accidental Total and Permanent Disability Benefit</p>	<p>In the event of the total and permanent disability within 180 days from the occurrence of the accident, an amount equal to the rider sum assured shall be payable in equal annual installments in certain over the 10 years under this policy. During the period of installment payment, the rider policy cannot be surrendered. In the event of death of the life assured during the period of installment payment (i.e. within 10 years), the outstanding installment payments, if any, shall be payable.</p>



Contents

1. Part A 1
1.1. Rider Policy Preamble 1
1.2. Policy Schedule – Reliance Nippon Life Accidental Death and Disability Rider 1
2. Part B 4
2.1. Definitions 4
3. Part C 5
3.1. Key Benefits 5
3.1.1. Accidental Death Benefit 5
3.1.2. Accidental Total and Permanent Disability Benefit 5
3.1.3. Maturity Benefit 5
3.2. Premium Details 5
3.2.1. Payment of Premium 5
3.2.2. Grace period for payment of premiums 6
3.2.3. Premium Discontinuance 6
4. Part D 7
4.1. Free look 7
4.2. Surrender Benefit 7
4.3. Policy Revival 7
5. Part E 8
6. Part F 9
6.1. General terms and conditions 9
6.2. Claims 9
6.3. Requirements for death/disability claim 9
6.4. Nomination 9
6.5. Assignment 10
6.6. Limitation of liability 10
6.7. Exclusions 10
6.8. Fraud Misstatement of a Material Fact and Forfeiture 11
7. Part G 12
7.1. General terms and conditions 12
Annexure AA: Insurance Ombudsman 13
Annexure BB: Section 39, Nomination by policyholder 14
Annexure CC: Section 38, Assignment and Transfer of Insurance Policies 16
Annexure DD: Section 45, Policy shall not be called in question on the ground of mis-statement after three years 18



2. Part B

2.1. Definitions

“**Accident**” means sudden, unforeseen and involuntary event caused by external, visible and violent means.

“**Accidental Death**” means that the life assured sustains any bodily injury resulting solely from an accident and where such injury solely and directly and independently of all other causes results in the death of the life assured within 180 days of its occurrence.

“**Accidental Total and Permanent Disability / Disability**” means that the life assured has solely and directly as a result of an accident suffered the following for at least 180 days:

- total and irrecoverable loss of the sight of both eyes, or
- loss by severance of two limbs at or above wrist or ankle, or
- total and irrecoverable loss of the sight of one eye and loss by severance of one limb at or above wrist or ankle.

The total and permanent disability should occur within 180 days from the date of the accident.

“**Annualised Premium**” means the premium payable in a year chosen by the policyholder, excluding any underwriting extra premiums and loadings for modal premiums, if any.

“**Authority**” means the Insurance Regulatory and Development Authority of India established under sub section 1 of section 3 of the IRDA Act 1999.


“**Benefits**” means the Death Benefit or any other benefit, as the case may be, applicable in the Policy

“**Policy Document**” means this Rider Policy Document, which is the evidence of the contract between RNLIC and the Policyholder.

“**Rider Premium Payment Term**” means the period or the term during which the Policyholder is required to pay the premium for this rider.

“**Rider Sum Assured**” means the Sum Assured opted by the Policyholder for this rider as specified in the Base Policy Schedule.

“**Rider Term**” means entire term opted for this rider.



3. Part C

3.1. Key Benefits

3.1.1. Accidental Death Benefit

In an unfortunate event of the death of the life insured within 180 days of the occurrence of an accident, in addition to the death benefit under the base plan, an additional sum equal to the rider sum assured shall be payable under this policy. However, the policy shall have to be in force at the time of accident irrespective of whether or not it is in force at the time of death.

3.1.2. Accidental Total and Permanent Disability Benefit

In the event of Total and Permanent Disability of the Life Assured within 180 days from the occurrence of the accident, an amount equal to the rider sum assured shall be payable in equal annual installment in certain over the 10 years under this policy. During the period of installment payment, the rider policy cannot be surrendered. In the event of death of the life assured during the period of installment payment (i.e. within 10 years), the outstanding installment payments, if any, shall be payable

The first installment shall be payable on acceptance of the claim, and the remaining annual installments on the anniversaries of the date of payment of the first installment. Upon successful acceptance of the claim, the Rider Policy will cease and the rider sum assured shall be payable in equal annual installments in certain over the 10 years. The Policyholder is required to continue paying the premiums of the base plan and other riders, if any.

In case the total and permanent disability is not established within 180 days from the date of accident and premiums have not been paid, the policy will lapse and non-forfeiture provisions mentioned in non-forfeiture conditions section will be applicable. In order to avail uninterrupted risk cover under the rider, it is advisable to continue paying premiums till the disability is established.

Once the policyholder is declared eligible to receive the benefits under Accidental Total and Permanent Disability, the coverage under this rider will cease immediately.

If accident occurs during the rider term and the rider is in force at the time of accident, and death/disability caused directly by such accident and independent of all other causes within 180 days of the accident, accidental death benefit/accidental total and permanent disability benefit shall be payable even if the death/ disability occurs after end of the base or rider policy term.

If the base plan is terminated by way of cancellation, surrender, lapse, death, or maturity, the rider will be terminated along with the base plan. The cover under this rider will cease after a claim under this rider is paid.

3.1.3. Maturity Benefit

There is no maturity benefit under this rider.

3.2. Premium Details

3.2.1. Payment of Premium

- Rider premium is payable over and above the premium under the base plan and shall be paid along with the premium under the base plan
- Service Tax (along with cess) at the rate declared by the Government from time to time shall be collected along with the rider premiums
- The premium rates under Reliance Nippon Life Accidental Death and Disability Rider are guaranteed throughout the rider term. Substandard lives with medical conditions or other impairments shall be charged appropriate additional premiums in accordance with Company's board approved underwriting policy. Heavy smokers and some occupations may attract extra premium as per Company's board approved underwriting policy.



3.2.2. Grace period for payment of premiums

The grace period will be same as applicable for the base plan.

In case of a claim arising during the grace period, the eligible benefit amount will be paid to the claimant after deducting the due unpaid premium for that policy year.

3.2.3. Premium Discontinuance

If the Policyholder discontinues the payment of premiums, the policy will be treated as lapsed or paid-up

Lapse:

- Single pay: Benefit shall not lapse.
- Limited pay:
 - If PPT is less than 10 years, policy shall lapse at the end of the grace period if all premiums have not been paid in full for first two consecutive years.
 - If PPT is greater than or equal to 10 years, policy shall lapse at the end of the grace period if all premiums have not been paid in full for first three consecutive years.
- Regular pay: Benefit will lapse if due premiums are not received till the end of the grace period.

Paid-up benefits:

- Single Pay: Rider will be treated as fully paid-up.
- Limited Pay: If any of the rider premiums are unpaid and the rider has acquired surrender value, rider can be converted into paid-up. Rider will be made paid-up only if the base policy is converted to paid-up, subject to the terms and conditions of the base policy. Rider benefit will be based on paid-up rider sum assured, where paid-up rider sum assured is:
$$\text{Paid-Up Rider Sum Assured} = (\text{Total Rider Premiums paid} / \text{Total Rider Premiums payable}) \times \text{Rider Sum Assured}$$
- Regular Pay: Rider shall not acquire any paid-up value.



4. Part D

4.1. Free look

In the event, you are in disagreement with the terms, features and conditions stipulated in the policy document, you may opt out of this plan, by stating the reasons of your disagreement in writing and return the policy to the Company within 15 days (30 days if policy is purchased through Distance Marketing channel) of its receipt, for cancellation. You are requested to take appropriate acknowledgement of your request letter and return of policy. In which event, the Company will refund the premium paid subject to a deduction of a proportionate risk premium for a period of cover and expenses incurred by the Company on your medical examination, if any, and stamp duty charges.

4.2. Surrender Benefit

Premium Payment	Surrender Benefit	Surrender Value
Single pay	Surrender value will be acquired immediately after the receipt of Single premium.	$75\% \times \text{Total rider premium paid} \times ((\text{rider term} - 1) / \text{rider term}) \times (\text{Outstanding rider term} / \text{rider term})$
Limited pay	For PPT less than 10 years: Surrender value will be acquired after the payment of 2 full years' rider premiums.	$75\% \times \text{Total rider premium paid excluding first year rider premium} \times ((\text{rider term} - \text{PPT}) / \text{rider term}) \times (\text{Outstanding rider term} / \text{rider term})$
	For PPT greater than or equal to 10 years: Surrender value will be acquired after the payment of 3 full years' rider premiums.	
Regular pay	No benefit payable	No benefit payable

Total rider premium paid means the total rider premiums paid during the rider PPT of the rider policy, excluding service tax and underwriting extra premiums, if any.


If the base policy to which the rider is attached is lapsed or surrendered, the rider policy will be lapsed or surrendered and the surrender value, if any, shall be payable as per the table above. The policy will be terminated once it is surrendered.

4.3. Policy Revival

Revival will be based on Company's board approved underwriting policy. All terms and conditions applicable under the base plan shall be applicable to this rider. The revival of the rider shall take effect only if the base policy is in force or it has been revived.

5. Part E

Not applicable as this is not a unit linked insurance policy.



6. Part F

6.1. General terms and conditions

Please refer base policy document for common terms and conditions applicable on this rider. Such general / common terms and conditions shall be deemed part of rider policy document also and shall have effect accordingly. Terms and Conditions contained under Part F of the Base Policy Document shall apply to this Rider Policy Document.

6.2. Claims

The Company will pay the Rider Benefit to the Claimant when it is satisfied with the identity of the Insured Person and all relevant provisions of the Policy have been met.

6.3. Requirements for death/disability claim

To enable the Company to process the Rider Benefit claim under this policy in a speedy manner, the person to whom the benefits are payable shall endeavor to intimate the Company in writing of the claim and provide the following documents to the Company preferably within 180 days from the claim event. The Company may ask for additional explanations and documents, justifying the delay from the claimants intimating the claim beyond specified period.

List of primary documents required in the event of a claim for Accidental Death Benefit

- a. Original Policy Document
- b. Death certificate in original issued by the competent authority
- c. Hospitalization documents (discharge summary along with all investigation reports) if the Life Assured has taken treatment for illness leading to his death
- d. Copies of the First Information Report thereof, duly attested by the concerned police officials and Copy of the post-mortem report duly attested by the concerned officials, news paper cutting, final police report (depends on case to case basis).
- e. Claim Form (A) to be filled in by the claimant; Claim Form (B) to be filled in by the last treating doctor; Claim Form (C) to be filled in by a third person (who is not a relative of the claimant)
- f. KYC documents of the claimant as per the Anti Money Laundering (AML) Guidelines and Board approved AML & KYC Policy
- g. NEFT Mandate / Cancelled cheque leaf/ Self-attested passbook copy of the claimant / Bank authorization form

List of primary documents required in the event of a claim for Accidental Disability Benefit

- a. Original Policy Schedule
- b. Disability certificate in original issued by the competent authority
- c. Discharge summary along with treatment papers
- d. Copies of the First Information Report thereof, duly attested by the concerned police officials.
- e. Claim Form (A) to be filled in by the claimant; Claim Form (B) to be filled in by the last treating doctor
- f. Payout form along with NEFT Mandate / Cancelled cheque leaf / Self-attested passbook copy of the claimant / Bank authorization form

Company reserves the right to call for any additional / other document which may be relevant, including documents/ information concerning the title of the person claiming Benefits under this Policy, as may be required by the Company.

6.4. Nomination

Nomination is allowed as per 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 – BB for reference]

6.5. Assignment

Assignment should be in accordance with 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 – CC for reference]

Assignment will not be permitted if the policy is issued under Married Women's Property Act, 1874

6.6. Limitation of liability

The maximum liability of the Company under this Rider shall not, in any circumstances, exceed the aggregate amount of the relevant Benefits payable hereunder.

6.7. Exclusions

The accidental death benefit is not payable if death occurs after 180 days of the occurrence of the accident. The Company will not pay any accidental death claim which results directly or indirectly from any one or more of the following:

1. Death occurs as a result of insured person committing any breach of law with criminal intent
2. Death occurs as a consequence of the insured person being under the influence alcohol or drugs other than in accordance with the directions of the registered medical practitioner
3. Death occurs as a result of self-inflicted injuries whilst sane or insane
4. Death occurs as a result of the insured person taking part in any naval, military or air force operation during peace time
5. Death occurs as result of the insured person participating in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition
6. Death occurs as a result of suicide or attempted suicide
7. Death occurs as a result of aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognized airline on regular routes and on scheduled timetable
8. Death occurs as result of failure to seek or follow medical advice
9. Death occurs as a result of war, invasion, civil war, rebellion, riot
10. Death occurs as a result of nuclear contamination; the radioactive, explosive or hazardous nature of nuclear fuel material or property contaminated by nuclear fuel materials or accident arising from such nature.

The accidental total and permanent disability benefit is not payable if total and permanent disability occurs after 180 days of the occurrence of the accident. The Company will not pay any accidental total and permanent disability claim which results directly or indirectly from any one or more of the following:

1. Disability occurs as a result of insured person committing any breach of law with criminal intent
2. Disability occurs as a consequence of the insured person being under the influence alcohol or drugs other than in accordance with the directions of the registered medical practitioner
3. Disability occurs as a result of attempted suicide or self injury whilst sane or insane
4. Disability occurs as a result of the insured person taking part in any naval, military or air force operation during peace time
5. Disability occurs as result of the insured person participating in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition

6. Disability occurs as a result of aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognized airline on regular routes and on scheduled timetable
7. Disability occurs as a result of failure to seek or follow medical advice
8. Disability occurs as a result of war, invasion, civil war, rebellion, riot
9. Disability occurs as a result of nuclear explosion and radiation of any kind
10. Disability occurs as a result of sickness or disease.

The accidental death benefit or accidental total and permanent disability benefit is not payable if death or total and permanent disability occurs after 180 days from the date of the accident.

6.8. Fraud Misstatement of a Material Fact and Forfeiture

In the event of a fraud, the policy shall be cancelled immediately and all the premiums paid till date shall be forfeited, subject to fraud being established as per Section 45 of the Insurance Act, 1938, as amended from time to time. In the event of a misstatement or suppression of a material fact, not amounting to fraud, by the insured, the policy shall be declared “Null and Void” and premiums paid shall be refunded after deducting applicable charges, if any, subject to misstatement or suppression of fact being established, in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time. (Please refer to the simplified version of the provisions of Section 45 as mentioned in Annexure DD for reference).



7. Part G

7.1. General terms and conditions

Please refer base policy document for common terms and conditions applicable on this rider. Such general / common terms and conditions shall be deemed part of rider policy document also and shall have effect accordingly. Terms and Conditions contained under Part G of the Base Policy Document shall apply to this Rider Policy Document.

About Reliance Nippon Life Insurance Company Limited

Reliance Nippon Life Insurance Company Limited (formerly known as Reliance Life Insurance Company Limited), is a licensed life insurance company registered with the Insurance Regulatory & Development Authority of India (IRDAI) Registration No. 121. Reliance Nippon Life Insurance Company Limited offers you products that fulfill your savings and protection needs. Our aim is to emerge as a transnational Life Insurer of global scale and standard.

CIN: U66010MH2001PLC167089

Registered Office: H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai, Maharashtra - 400710, India

Corporate Office: Reliance Centre, Off Western Express Highway, Santacruz(East), Mumbai - 400055

Trade logo displayed above belongs to Anil Dhirubhai Ambani Ventures Private Limited & Nippon Life Insurance Company and used by Reliance Nippon Life Insurance Company Limited under license.

For more information or any grievance,

1. Call at our Call Centre number - 30338181(Local call charges apply) or our Toll Free Number 1800 300 08181
2. Fax number +91-22-30002222
3. Visit us at www.reliancenipponlife.com or
4. Email us at: rnlife.customerservice@relianceada.com

UIN for Reliance Nippon Life Accidental Death and Disability Rider: 121B017V01

BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS

IRDAI clarifies to public that

- IRDAI or its officials do not involve in activities like sale of any kind of insurance or financial products nor invest premiums.
- IRDAI does not announce any bonus. Public receiving such phone calls are requested to lodge a police complaint along with details of phone call, number.

Annexure AA: Insurance Ombudsman

Refer Base Policy Document for the detailed list of the Insurance Ombudsman. For updated list, please refer <http://www.gbic.co.in/ombudsman.html>



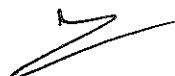
Annexure BB: Section 39, Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended 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).



Policy Document – Reliance Nippon Life Accidental Death and Disability Rider

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after 26.12.2014 the date when insurance law was amended.
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 a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of all the subsections of section 39 of the Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 39 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]



Annexure CC: Section 38, Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended 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 there of certified to be correct by both transferor and transferee or their duly authorised 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 policy



Policy Document – Reliance Nippon Life Accidental Death and Disability Rider

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy
 - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before 26.12.2014, the date when insurance law was amended, shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of all the subsection of Section 38 of the Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 38 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]



Annexure DD: Section 45, Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended 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 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever is later.
2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation. However, the payment will be as per IRDA direction/Regulation/Circular from time to time.



Policy Document – Reliance Nippon Life Accidental Death and Disability Rider

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.

[Disclaimer: This is not a comprehensive list of all the subsection of the Section 45 of the Insurance Act, 1938, only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 45 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

