

Canara HSBC Oriental Bank of Commerce Life Insurance Smart Suraksha Plan
UIN –

PART A
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}}

Date:

Your Policy Details		Your Branch Representative Details:	
Client ID.	{{Owner_Client_Id}}	Name	{{Agent_name}}
Policy No.	{{Policy_Number}}	Code	{{Agent_code}}
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 Suraksha Plan. Please note that this is an individual non-linked, non-participating, regular Premium payment term insurance 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, expenses (if any) incurred by us on medical examination of the Life Assured, 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, Sector-48, Sohna Road, Gurugram

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

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, regular Premium payment term insurance Policy which provides benefits as per the terms and conditions of the Policy. The Policy does not give You a right to participate/share in Our profits, surplus or business.

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	Canara HSBC Oriental Bank of Commerce Life Insurance Smart Suraksha Plan
Plan Type	Life/Individual/Non-par/Traditional
Policy Term (Years)	{{POLICY_TERM}}
Premium Paying Term (Years)	{{PREMIUM_PAYING_TERM}}
Installment Premium (Rs.)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}}
Accidental Death cover	< Yes/No >
Accidental Total and Permanent Disability cover	<Yes/No>

Benefit² Coverage details

Sum Assured (Rs.)	{{SUM_ASSURED}}
Death Benefit (Rs.)	{{SUM_ASSURED}}
Additional Accidental Death Benefit (Rs.)	{{SUM_ASSURED}}
Accidental Total and Permanent Disability Benefit (Rs.)	{{SUM_ASSURED}}

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}}
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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.

²Please note that the policy benefits are guaranteed, provided all Premiums are paid as and when due.

"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: Unit No. 208, 2nd Floor, Kanchenjunga Building, 18 Barakhamba Road, New Delhi - 110001, India

Corporate Office: 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram 122018, Haryana, India

Canara HSBC Oriental Bank of Commerce Life Insurance Smart Suraksha Plan is an individual, non-linked, non-participating, regular Premium payment term insurance product.

STATEMENT OF ACCOUNT

Not applicable

FIRST PREMIUM RECEIPT

Receipt Number:

Date:

Policy Number	{{POLICY_NUMBER}}
Policyholder	{{Name of the Policyholder}}
Plan Name	Canara HSBC Oriental Bank of Commerce Life Insurance Smart Suraksha Plan
Life Assured	{{Name of Life Assured}}
Premium Payment Frequency	{{Premium payment frequency}}
Sum Assured (Rs.)*	{{Sum Assured}}

Payment Related Information

Base Premium Payable (Rs.)	
Underwriting Extra Premiums, if any (Rs.)	
Service Tax, as applicable (Rs.)	
Swachh Bharat Cess	
Krishi Kalyan Cess (Rs.)	
Total Amount Payable (Rs.)	
Total Amount Received (Rs.)	
Balance Amount (Rs.)	
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 cess(es). 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.
Permanent Account Number AADCC1881F.

The commencement of risk in the Policy is subject to realization of Premium by the Company.

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 vide CRN {{CRN_NUMBER}}"

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.

Accident	A sudden, unforeseen and involuntary event caused by external, violent and visible means which occurs while the Policy is in force.
Accidental Death	Death of the insured from an accident within 180 days of the Accident, provided the benefit is in force on the date of Accident.
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 and Underwriting Extra Premium, if any.
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.
Claimant	Claimant means the Policyholder, however for the purposes of payment of death benefit 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 in-force. 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.
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(s) 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 Insured.
Policy	Policy means the contract of insurance entered into between the Policyholder and the Company as evidenced by Policy Document.
Policyholder	Policyholder is the owner of this Policy at any given point in time.
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.
Policy Month	It is one 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.
Policy Term	Policy Term is the period for which insurance coverage is given.
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 service tax and/or any other tax 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.
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.

Terms '**Risk Commencement Date**', '**Policy Commencement Date**', '**Policy Term**', '**Sum Assured**' '**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 Suraksha Plan

The plan option chosen by you is mentioned in the Policy Schedule. The benefits under your chosen plan shall apply accordingly.

1.1. Death Benefit

Subject to the provisions contained herein, if the death of the Life Assured occurs on or after the Risk Commencement Date during the Policy Term while the Policy is in force and the claim is admitted, We will pay the higher of the following to the Claimant:

- (a) absolute amount of Sum Assured which is to be paid on death
- (b) 10 times Annualized Premium (if the Life Assured's age at entry was less than 45 years) or 7 times Annualised Premium (if the Life Assured's age at entry was 45 years or more)
- (c) 105% of all Premiums paid as on date of death

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.

Note: No benefit is payable whatsoever on survival of Life Assured.

1.2. Accidental Death Benefit

Subject to Clauses 9.1 and 9.2 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 over and above the Death Benefit which is equal to Sum Assured as defined in Clause 1.1 above.

If the Accident occurs before the end of Policy Term, but death occurs after the end of the Policy Term and within 180 days of the Accident, Accidental Death Benefit as defined in this Clause will be payable.

1.3. Accidental Total and Permanent Disability Benefit

Subject to Clauses 9.1 and 9.2 and the Policy remaining in force, if the Life Assured suffers total and permanent disability due to Accident on or after the Risk Commencement Date and anytime during the Policy Term, We will pay an amount which is equal to Sum Assured as defined in Clause 1.1 above and the Policy shall terminate on payment of this benefit.

Accidental Total and Permanent Disability shall mean the occurrence of any of the following conditions as a result of accidental bodily injury:

- Total and irrecoverable loss of sight of both eyes. The blindness must be confirmed by an Ophthalmologist; loss of sight - means total, permanent and irreversible loss of all vision in both eyes as a result an accident.

The blindness must not be correctable by aides or surgical procedures. Loss of sight must have lasted, without interruption, for at least six (6) consecutive months and must in the opinion of an appropriate medical practitioner appointed by the Company deemed permanent;

OR

- Loss of use or loss by severance of two or more limbs at or above wrists or ankles. Limb means the whole hand at or above the wrist or the whole foot at or above the ankle.

Such disability must have persisted for at least 6 consecutive months and must, in the opinion of a registered medical practitioner appointed by the Company, be deemed permanent and total.

Accidental Injury means bodily injury of the insured caused solely, directly and independently of any other intervening causes from an accident (i.e. a traumatic event of violent, unexpected, external and visible nature) and which occurs within 90 days of the date of Accident.

If the Accident occurs before the end of Policy Term, but the "Total and Permanent Disability" caused by such Accident, as described above, occurs after the end of the Policy Term, Accidental Total and Permanent Disability Benefit as defined in this Clause will be payable.

1.4. Requirements for claims

Refer Claims Procedures mentioned under "Part F".

2. Maturity Benefit

This being a term insurance policy no benefit/amount is payable on the Maturity Date.

3. Surrender Benefit

No benefit is payable on surrender of the Policy.

4. Policy Premium

You shall pay the Regular Premium amounts at the frequency and for the term as specified in the Policy Schedule at the respective due dates and before the end of the Grace Period (30 days from the end of each due date for annual premium payment mode and 15 days from the end of each due date for monthly mode). 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. However, where a premium due in a Financial Year is being collected in a previous Financial Year, the premium may be collected for a maximum period of 3 months in advance of the due date of the premium.

4.1. Premium Discontinuance

If any due instalment of premium is not paid within the Grace Period, the Policy and all benefits under the Policy shall immediately and automatically cease on the expiry of the Grace Period and the Policy shall lapse. If any due installment of Premium is not paid within the Grace Period We shall send a notice within fifteen days from the date of expiry of Grace Period. The benefits under the Policy will be payable on the Life Assured's death during the Grace Period, subject to deduction of all due amounts payable by the Life Assured.

5. Premium Mode change

You may change your Premium payment mode anytime during the Policy Term, by submitting a written request to Us, subject to Your giving us a request at least 60 days before the end of the Policy Year. It will become effective from the subsequent Policy Year provided your Annualized Premium is equivalent to or more than the minimum Annualized Premium applicable for proposed mode of Premium payment.

6. Termination of Policy

The Policy shall immediately and automatically terminate on the payment of applicable benefits as defined in clause 1 above or on our communicating the decision not to pay benefits under this Policy as per the terms and conditions and in line with applicable law. In case a Lapsed Policy is not revived, the Policy terminates and all benefits shall cease to exist.

PART D

7. Revival of the Policy

You may revive Your Lapsed 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.

All medical expenses incurred (if any) shall be borne by You. We may accept or decline Your application to revive the Lapsed 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.

In case the Policy is not revived your Policy terminates and all benefits shall cease to exist.

8. Policy Loan

There are no loans available in this Policy.

9. Exclusions

9.1. Suicide exclusion

Refer suicide Clause mentioned under Part F.

9.2 Accidental Total and Permanent Disability and Accidental Death

No benefit with respect to Clauses 1.2 and 1.3 mentioned above will be payable in respect of any condition arising directly or indirectly from, through or in consequence of the following exclusions:

- (a) Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to this Policy issued by the insurer or at the time of reinstatement of the Policy..
- (b) Disability directly or indirectly, wholly or partly due to an Acquired Immuno-Deficiency Syndrome (AIDS) or infection by any Human Immunodeficiency Virus (HIV).
- (c) The Life Assured taking part in any hazardous sport or pastimes (including hunting, mountaineering, racing, steeple chasing, bungee jumping, etc.), any underwater or subterranean operation or activity and racing of any kind other than on foot).
- (d) 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.
- (e) Self-inflicted injury, suicide or attempted suicide-whether sane or insane
- (f) Under the influence or abuse of drugs, alcohol, narcotics or psychotropic substance not prescribed by a registered medical practitioner.
- (g) Service in any military, air force, naval or paramilitary organization.
- (h) War, civil commotion, invasion, terrorism, hostilities (whether war be declared or not).
- (i) The Life Assured taking part in any strike, industrial dispute, riot, etc.
- (j) The Life Assured taking part in any criminal or illegal activity with criminal intent or committing any breach of law including involvement in any fight or affray.
- (k) Nuclear reaction, radiation or nuclear, biological or chemical contamination.
- (l) Physical handicap or mental infirmity.

PART E

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 the 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 date of 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.

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 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. If You change your address, or if the address of Claimant changes, You must notify us immediately.

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 expenses incurred by us if any, on medical examination of the Life Assured, 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 15 days from the Premium due date in case of monthly premium payment mode and 30 days in all other premium payment modes 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 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 inception of the Policy or date of revival of the Policy, the benefits payable under this Policy shall be:

- In case suicide is committed within one year from the date of inception of the policy and the policy is in-force, death benefit equal to 80% of the premiums paid till then will be refunded.
- In case if suicide happens within one year from the revival date of the policy, death benefit equal to 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.
- In case of suicide after one year from the date of inception of the policy or the date of revival and the policy is in-force, death benefit as applicable shall be payable under this product.

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 90 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 death.

If We do not receive notification of the death within 90 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, 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

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited
2nd Floor, Orchid Business Park Sector-48, Sohna Road, Gurugram 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:

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 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,
Sector-48, Sohna Road,
Gurugram 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 Grievance Redressal Officer at:

The Grievance Redressal Officer

Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.
2nd Floor, Orchid Business Park,
Sector-48, Sohna Road,
Gurugram -122018, Haryana, India
Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)
Email: gro@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
Hyderabad – 500 029, Telengana
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

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

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 - 27545441 / 27546840 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, <u>BENGALURU – 560 025.</u> Tel.: 080 - 26652049 / 26652048 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, <u>BHOPAL (M.P.)-462 003.</u> Tel.: 0755-2769201 / 2769202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <u>BHUBANESHWAR-751 009.</u> Tel.: 0674-2596003/2596455 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Odisha
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101, 102,103, 2nd Floor, Batra Building, Sector 17-D, <u>CHANDIGARH-160 017.</u> Tel.: 0172-2772101/2706468	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh

	<p>Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in</p>	
CHENNAI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 ,Anna Salai, Teynampet, <u>CHENNAI-600 018.</u> Tel.: 044-24333668/24335284 Fax : 044-24333664 Email:bimalokpal.chennai@gbic.co.in</p>	Tamil Nadu, –Pondicherry Town and Karaikal (which are part of Pondicherry)
NEW DELHI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, <u>NEW DELHI-110 002.</u> Tel.: 011-23234057/23232037 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in</p>	Delhi
GUWAHATI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, <u>GUWAHATI-781 001 (ASSAM).</u> Tel.: 0361-2132204/2132205 Fax: 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in</p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in</p>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
JAIPUR	<p>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</p>	Rajasthan
ERNAKULAM	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road,</p>	Kerala, Lakshadweep, Mahe – a part of Pondicherry

	<p><u>ERNAKULAM-682 015.</u> Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in</p>	
KOLKATA	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R. Avenue, <u>Kolkatta – 700 072.</u> Tel: 033 22124339/22124346 Fax: 033 22124341 Email: bimalokpal.kolkata@gbic.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands</p>
LUCKNOW	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel: 0522 -2231330/2231331 Fax: 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in</p>	<p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
MUMBAI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel: 022-26106552/26106960 Fax: 022-26106052 Email: bimalokpal.mumbai@gbic.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane</p>

PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, 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.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida 201 301 Tel.: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006 Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand

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

Annexure 3

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited

Office Address : 2nd Floor, Orchid Business Park, Sector-48, Sohna Road, Gurugram -122018, Haryana, India

For the latest Hub-List please refer to our website at www.canarahsbclife.com

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 Laws (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 Laws (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 Laws (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.