## **INFORMATION TO BE PROVIDED IN SALES BROCHURE OF LIC's PREMIUM WAIVER BENEFIT RIDER (UIN: 512B204V02)**

LIC's Premium Waiver Benefit Rider is non-linked rider to be attached with insurance plans with which this rider is allowed. This rider provides for waiver of future premiums payable under the base plan in case of unfortunate death of the Rider Life Assured (i.e. proposer of the base plan) during the term of the rider.

This rider can be opted for along with the base plan at the inception or at any time as an alteration during the premium paying term of the base plan provided the outstanding premium paying term of the base plan is at least 5 years.

# 1. BENEFITS:

#### **Death Benefit:**

In case of death of Rider Life Assured during the term of the rider, the future premiums payable under the base plan shall be waived.

### **Maturity Benefit:**

On survival to the end of the term, nothing shall be payable.

#### **Participation in profits:**

This rider shall not participate in the profits of the Corporation

# 2. ELIGIBILITY:

(a) Minimum age at entry	: 18 years (completed)
(b) Maximum age at entry	: 55 years (nearer birthday)
(c) Maximum age at maturity	: 70 years (nearer birthday)
(d) Term	: Outstanding Premium Paying Term of the base plan as
	on the date of opting this rider
(e) Minimum/Maximum Sum Assi	red : Sum total of all the future premiums payable under the

(e) Minimum/Maximum Sum Assured : Sum total of all the future premiums payable under the base plan.

#### 3. SAMPLE PREMIUM RATES:

The specimen annual premiums to secure the benefit of cessation of Rs. 100/- Premium under the base plan are given below for some of the decennial ages and terms:

Duration	Proposer's Age							
	Upto 25	26-30	31-35	36-40	41-45	46-50	51-55	
	years	years	years	years	years	years	years	
5	1.45	1.45	1.55	1.75	2.05	2.70	3.65	
10	1.85	1.90	2.15	2.65	3.60	5.20	7.60	
15	2.20	2.35	2.85	3.80	5.45	8.20	12.35	
20	2.55	2.90	3.70	5.15	7.60	11.65	-	
25	2.95	3.50	4.70	6.80	10.20	-	-	

# 4. PAID-UP VALUE:

This rider will not acquire any paid-up value.

## 5. SURRENDER VALUE:

No surrender value shall be available under this rider.

# 6. TAXES:

Statutory Taxes, if any, imposed on such rider by the Govt. of India or any other constitutional tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.

The amount of Service Tax payable as per the prevailing rates shall be payable by the policyholder on premium payable under the rider, which shall be collected separately over and above in addition to the premiums payable by the policyholder. The amount of tax paid shall not be considered for the calculation of benefits payable under the plan.

# 7. COOLING-OFF PERIOD:

If the policyholder is not satisfied with the "Terms and Conditions" of the Rider, the Rider may be returned to the Corporation within 15 days from the date of receipt of the policy stating the reason of objections. On receipt of the same the Corporation shall cancel the Rider and return the amount of premium deposited for this rider after deducting the proportionate risk premium till the date of receipt of returned policy document, charges for medical examination, special reports, if any and stamp duty charges.

# 8. EXCLUSIONS:

This Rider will be void if the Rider Life Assured (whether sane or insane) commits suicide anytime within 12 months from the date of commencement of risk under this rider or within 12 months from the date of revival. The Corporation will not entertain any claim under this rider (i.e. premiums payable under the base plan shall not be waived), however, 80% of the premiums paid (excluding taxes and extra premium, if any) for LIC's Premium Waiver Benefit Rider shall be refunded provided the policy is inforce.

### **SECTION 45 OF THE INSURANCE ACT, 1938:**

The provision of Section 45 of the Insurance Act, 1938 shall be applicable as amended from time to time. The simplified version of this provision is as under:

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 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 policy

whichever 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 policy whichever is later.

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

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;

- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.
- 4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of Section 45 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to the Insurance Laws (Amendment) Act, 2015, for complete and accurate details.]

# PROHIBITION OF REBATES SECTION 41 OF THE INSURANCE ACT, 1938 AS AMENDED BY INSURANCE LAWS (AMENDMENT) ACT, 2015:

- 1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.
- 2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

**Note:** "Conditions apply" for which please refer to the Policy document or contact our nearest Branch Office.

**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.

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