



LIFE INSURANCE CORPORATION OF INDIA
(Established by the Life Insurance Corporation Act, 1956)
Registration Number: 512

LIC's NEW GROUP SUPERANNUATION CASH ACCUMULATION PLAN
(UIN:512N274V03)
(A Non-Linked, Non-participating, Pension Group Saving Plan)

PART- A

Ref : NB

Address & Email of Branch/ P&GS Unit:

Date:

Dear Master Policyholder,

Re:Your Master Policy No. _____

We have pleasure to forward herewith the above policy document comprising of Part A to Part G which please find in order.

We would also like to draw your kind attention to the information mentioned in the Schedule of the policy and the benefits available to each Member under the Policy.

Free Look Period:

We would request you to go through the terms and conditions of the Policy and in case you disagree to any of the terms and conditions, you may return the policy within a period of 15 days stating the reasons of your objections and disagreement. On receipt of the policy, we shall cancel the same and total Contributions paid by you shall be refunded to you after deducting the stamp duty expenses, if any.

In case you have any Complaints/Grievance, you may approach the Branch/ P&GS Unit office on the address mentioned above or Grievance Redressal Officer/Ombudsman, whose address is as under:

Address of Grievance Redressal Officer:

Address and contact details of Insurance Ombudsman:

If you find any errors in this document, you may return this Policy for corrections.

Thanking you,

Yours faithfully,

p. Manager (P&GS)

Agent's/ Intermediary's Code	Agent's/ Intermediary's Name	Agent's/Intermediary's Mobile Number/ Landline Number

We would also like to draw your attention to the following aspects:

- 1) **Change of Address:** In case there is any change in your address, kindly ensure that the change in address is informed to the servicing P&GS Unit.
- 2) Within 90 days from the date of exit as defined in the Scheme Rules, intimation of such exit of Member along with death certificate, if applicable, must be notified in writing to the office of the Corporation where the policy is serviced for any claims to be admissible. However, delay in intimation of the genuine claim by the claimant may be condoned by the Corporation on merit and where delay is proved to be for the reasons beyond his/her control.
- 3) Section 45 of Insurance Act, 1938: The current provisions of the same are enclosed as Annexure-1.
- 4) The approved version of Policy Document in respect of this plan is available on our website: www.licindia.in.

These measures will enable us to serve you better.

Preamble

The **Life Insurance Corporation Of India** (hereinafter called "the Corporation") having received a Proposal alongwith Declaration from the Trustees/ Employer of _____ **Superannuation Scheme** (hereinafter called "the Master Policyholder"), being the policyholder for the group Superannuation policy for providing pension benefits as described in the Rules of the aforesaid Superannuation Scheme, which Rules together with the aforesaid proposal are hereby declared to be the basis of this policy and WHEREAS the Corporation has received an amount of **Rs.**_____ being the Contribution due on the date of commencement of this Policy.

The Master Policyholder shall pay to the Corporation, the Contributions as and when they fall due in respect of each Member in accordance with the provision thereof.

Subject to the terms and provisions hereof, the Corporation hereby agrees to pay to the Master Policyholder, the appropriate benefits in respect of the Members on proof to the complete satisfaction of the Corporation of the benefit having become payable and provided that the Schedules, Terms and Conditions contained in the document are complied with.

Any amendment to the terms and conditions of this policy shall be given effect to by an endorsement to the policy signed by an authorized Officer of the Corporation.

This policy shall be subject to the Definitions, Benefits, Conditions related to Servicing Aspects, Other Terms and Conditions and Statutory Provisions printed on the back hereof and the following Schedule, the Scheme Rules and every endorsement placed on the Policy by the Corporation shall be deemed part of this Policy as full as if recited over the signature affixed hereto .

SCHEDULE**DIVISIONAL OFFICE:****P&GSUNIT OFFICE:**

1.	Proposal No.	
2.	Proposal Date	
3.	Master Policy Number	
4.	Name of Master Policyholder	
5.	Registered Address and e-mail ID of Master Policyholder	
6.	Name of the Scheme	
7.	Date of Commencement of Master Policy	
8.	Policy Term	Annually Renewable
9.	Annual Renewal Date	
10.	Minimum Contribution	<p><u>For Defined Benefit Schemes:</u> The Contribution requirement will be determined as per AS 15 (Revised) or IND AS 19 or any other standards applicable for long term Employee Benefits.</p> <p><u>For Defined Contribution Scheme:</u> Rs.1200/- per annum per Member.</p>
11.	Maximum Contribution	<p><u>For Defined Benefit Scheme:</u> Contribution requirement as per AS 15 (Revised) or IND AS19 or any other standards applicable for long term Employee Benefits.</p> <p><u>For Defined Contribution Scheme:</u> As per Scheme Rules.</p>
12.	Minimum Age at Entry years
13.	Maximum Age at Entry years
14.	Number of Members covered as on the Date of Commencement of Master Policy.	
15.	Normal retirement age	
16.	Event on the happening of which benefits payable: (i) Death/ Resignation/ Retirement Benefit/ Termination of service (ii) Surrender	<p>As per Para 1 of Part C of this Policy Document.</p> <p>As per Para 3 of Part D of this Policy Document.</p>
17.	Total Contribution received on Date of Commencement of Policy	

Signed on behalf of the Corporation at the above mentioned Branch/ P&GS Unit, whose address and e-mail ID is given on the first page and to which all communications relating to the policy should be addressed.

Date:**Examined by:****Form No.:**

p. Manager (P&GS)

PART B-DEFINITIONS

The definitions of terms/words used in the Policy Document are as under:

1.	Age	It is the age nearer birthday of the Member on the Entry Date except for age 18 years for which the age is in completed years.
2.	Annual Renewal Date (ARD)	It is the date on which the policy will be renewed in each subsequent year and as mentioned in the policy Schedule.
3.	Beneficiary	The person(s)/ entity who is/ are entitled to receive the benefits under this Policy. The Beneficiary to whom the benefits are payable is the Member or the nominee(s) or proved Executors or Administrators or other Legal Representatives who should take out representation to his/her Estate or limited to the moneys payable under this Policy from any Court of any State or Territory of the Union of India as applicable.
4.	Bulk Exit	All type of exits from the Scheme, excluding complete surrender, as defined in the Scheme Rules filed with the Corporation at the outset, will be considered as bulk exits. If the amount to be paid on total exits during the policy year exceeds 25% of the Policy Account Value as at the beginning of that policy year and is atleast Rs. 10 crores, it will be considered as Bulk Exit.
5.	Corporation	It means the Life Insurance Corporation of India established under Section 3 of the LIC Act, 1956.
6.	Contribution	Amount payable by the Master Policyholder as per the funding valuation report in accordance with applicable Accounting Standards or as per Scheme Rules.
7.	Date of commencement of policy	It is the date on which the policy comes into effect and is as specified in the Schedule.
8.	Date of Exit of a Member from the Scheme	It is the date when the funds from the Scheme in respect of the Member are frozen as per the Terms and Conditions of this Policy and Scheme Rules.
9.	Date of Vesting	It is the Date of exit from employment and such date being the Date of Resignation / Retirement (including normal retirement, voluntary retirement and retirement on medical grounds)/ Termination of service/ Death as per the Scheme Rules.
10.	Death Benefit	Benefit which is payable on death of a Member as specified in Para 1 of Part C of this Policy Document.
11.	Endorsement	It is the conditions attached /affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Corporation and forming part of the contract.
12.	Entry Date	Entry Date in respect of a Member is the date on which he/ she joins the Scheme after receipt of Contribution in respect of that Member. It means (a) in relation to original Members, the Date of Commencement of Policy and (b) in relation to new Members admitted to the Scheme after the Date of Commencement of Policy, the date of their joining the Scheme after the payment of Contribution.
13.	Free Look Period	It is the period of 15 days starting from the date of receipt of the Policy Document by the Master Policyholder to review the terms and conditions of this policy and where the Master Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this policy.
14.	Group Policy Account	An account which is maintained by the Corporation in respect of this Policy to which the Contributions received from time to time from the Master Policyholder will be credited after adjusting the benefits paid in respect of each Member.

		This Group Policy Account will accumulate with interest declared at the end of each financial year. For a new Scheme, Group Policy Account will be created in respect of a Scheme as soon as the Master Policyholder pays the first Contribution.
15.	Individual Policy Account	Under Defined Contribution Schemes, an Individual Policy Account shall be maintained in respect of each Member from the date of entry of that Member into the Scheme till the exit of that Member.
16.	IRDAI	Insurance Regulatory and Development Authority of India earlier called Insurance Regulatory and Development Authority (IRDA).
17.	Member	An individual allowed by the Master Policyholder, whose name has been communicated to the Corporation to be a Member, for receipt of benefits of this Policy according to the Scheme Rules. In case of Employer-Employees schemes, the individual has to be the employee of the Master Policyholder.
18.	Market Value Adjustment	Market Value Adjustment (MVA) is a reduction in the Policy Account Value to cover the market losses of underlying investment. It shall be calculated as per Para 4 of Part D.
19.	Master Policyholder	It is the institution which has entered into a contract with the Corporation for providing insurance cover to Members of this policy. It is a legal owner of this policy.
20.	Nomination	It is the process of nominating a person(s) who is (are) named as "Nominee(s)" as per Scheme rules.
21.	Nominee	The person(s) nominated by the Member covered under this policy who is (are) authorised to receive the claim benefit payable in respect of that Member under this policy as per Scheme Rules.
22.	Non-Participating	The Policy which is not eligible for share of profit depending upon the Corporation's experience
23.	Policy Year	The period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day
24.	Policy term	It is the period, in years, from the Date of commencement of policy during which the contractual benefits are payable as per the terms and conditions of the policy.
25.	Policy/ Policy Document	It means this document along with endorsements, if any, issued by the Corporation which is a legal contract between the Master Policyholder and the Corporation.
26.	Register	Means the Register of Members containing the names of Members covered under this Scheme communicated to the Corporation by the Master Policyholder; which Register shall be deemed to be incorporated in and to form part of this policy.
27.	Resignation / Retirement Benefit	Benefit payable on resignation/ retirement of the individual Member as per Scheme Rules but limited to the Group / Individual Policy Account Value.
28.	Surrender	It is the complete withdrawal or termination of the entire policy before expiry of policy term in accordance with the provisions of this policy document.
29.	Surrender Value	The amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of this policy
30.	Surrender Charges	Charge applicable on Surrender of this policy (as per Para 3 of Part D).

31.	Scheme	It refers to the name of Master Policyholder covered under this policy. For example, “X” LIC’s New Group Superannuation Cash Accumulation Scheme, where X is the name of the Master Policyholder.
32.	Scheme Rules / Rules	The rules of the Scheme, for the time being in-force and as amended from time to time, governing the details of benefit structure, timing of benefit payments, eligibility conditions and other terms and conditions specific to the Scheme.
33.	UIN	The Unique Identification Number allotted to this plan by the IRDAI.

PART – C: BENEFITS

1. Benefits:

In case of exit of a Member due to death or resignation or retirement (including normal retirement, voluntary retirement and retirement on medical grounds as per Scheme Rules) or Termination of service, the following benefits are payable under this policy:

- **Under Defined Contribution Scheme:**

Individual Policy Account Value in respect of that Member shall become payable in accordance with the Scheme Rules of the Master Policyholder.

The Individual Policy Account in respect of that Member shall cease once the benefit is paid.

The Corporation’s total liabilities shall be limited to the amount available in the Individual Policy Account in respect of the Member.

- **Under Defined Benefit Scheme**

The benefit amount will be payable as per the Scheme Rules of the Master Policyholder from the Group Policy Account.

In case the balance in the Policy Account of the Scheme is insufficient to pay out the benefits as per the Scheme Rules, it will be the responsibility of the Master Policyholder to first make the payment to the Corporation so as to enable the Corporation to pay such benefits. However, the Corporation’s total liabilities shall be limited to the amount available in the Group Policy Account in respect of the Member.

2. Payment of Contribution:

- i. The Master Policyholder can pay the Contributions to the Corporation at any time during the policy year.
- ii. The Master Policyholder shall pay to the Corporation in respect of each Member an annual Contribution in respect of Current Service Cost as per AS 15(Revised) or IND AS 19 or any other Standards applicable for long term Employee Benefits.
- iii. The Master Policyholder may also pay to the Corporation by the way of initial Contribution in respect of a Member who, on the date of entry into Scheme, has Past Service to his credit, such amount as they may decide as per AS 15(Revised) or IND AS 19 or any other Standards applicable for long term Employee Benefits. The initial Contribution may be paid wholly on the entry date or partly any time thereafter.

3. Group Policy Account:

For a new Scheme, Group Policy Account will be created in respect of a Scheme as soon as the Master Policyholder pays the first Contribution.

A non-negative Interest Rate subject to a minimum interest rate of 0.5% p.a. shall be declared at the end of each financial year. The minimum interest rate of 0.5% p.a. shall remain guaranteed during the entire term of the contract. At the end of each financial year, the declaration of interest rate in

respect of each Scheme shall be based on the actual investment performance of the fund for each financial year after appropriate deductions as per the Interest Declaration and Expenses policy of the Corporation.

Defined Contribution Scheme:

Individual Policy Account in respect of each Member shall be maintained. The contribution received in respect of the Member shall be credited to the Individual Policy Account.

Sum of all individual Policy Account Value shall form the Group Policy Account Value for the Scheme. The liability of the Corporation will be limited to the amount available in the Group Policy Account Value.

Under a Scheme, the interest amount earned as per the Interest Declaration and Expenses policy of the Corporation will be credited to the Individual Policy Account at the end of each financial year or upto the Date of Exit from the Scheme for that member, if exit happens during the financial year.

Defined Benefit Scheme:

A Group Policy Account (GPA) shall be maintained in respect of all Contributions received from employer/ trustees/ Master Policyholder. The Contributions received from the Master Policyholder shall be credited into GPA.

Under a Scheme, the interest amount earned as per the Interest Declaration and Expenses policy of the Corporation will be credited to the Group Policy Account at the end of each financial year.

PART – D: CONDITIONS RELATED TO SERVICING ASPECTS

1. **Proof of age:**

Evidence of age of the Members, satisfactory to the Corporation must be furnished to the Corporation before payment of any benefits hereunder.

2. **Forfeiture in certain events:**

In case any conditions herein mentioned or any endorsements made hereto shall be contravened or in case it shall hereafter appear that an untrue, or incorrect statement is contained in the proposal, declaration, lists or statements already furnished or to be furnished to the Corporation by the Member or the Master Policyholder in accordance with the provisions hereof or otherwise in respect of the Assurance effected or to be effected hereunder or that any of the matters set forth or referred to in such proposal, declaration, lists or statements have not been truly and fairly stated or that any material information has been suppressed or withheld, then and in every such case but subject to the provisions of Section 45 of the Insurance Act 1938, as amended from time to time wherever applicable, the benefits under this Policy, in so far the same relate to the Member or Members in respect of whom such contravention of conditions or suppression or withholding of material information takes place or such untrue or incorrect statement has been made either by the Member himself or by the Master Policyholder, shall be void and the relative Assurances shall cease and be determined and all claims to any benefits in respect of the Assurances shall be subject to the provisions of Section 45 of the Insurance Act 1938, as amended from time to time.

3. **Surrender Value:**

The Policy can be surrendered by the Master Policyholder at any time by giving an advance notice of 3 months. On surrender of the policy, the Corporation shall pay the Surrender Value equal to higher of Guaranteed Surrender Value and Special Surrender Value. The policy will terminate on surrender.

Guaranteed Surrender Value:

The Guaranteed Surrender Value shall be equal to the 90% of the total Contributions paid into the Group Policy Account less all the benefits paid since the inception of the policy.

Special Surrender Value:

The Special Surrender Value shall be equal to the Group Policy Account Value on the day of surrender less the applicable surrender charges and applicable Market Value Adjustment amount as detailed below.

The surrender charge shall be 0.05% of the Policy Account Value subject to maximum of Rs.500,000/- if the policy is surrendered within third policy anniversary.

In addition to the surrender charge, a Market Value Adjustment (MVA) as defined in Para 4 of Part D will be applicable on Bulk Exit and complete surrender of the policy.

The Corporation reserves the right to revise the Surrender Charges. The modification in Surrender Charges will be done with prospective effect with the prior approval from IRDAI after giving the Master Policyholder a notice of one month.

In case the Master Policyholder does not agree with the revision of charges the Master Policyholder shall have the option to withdraw the Group Policy Account Value. However such withdrawal shall not be treated as surrender.

4. Market Value Adjustment:

The Market Value Adjustment (MVA) will be applicable on Bulk Exit and complete surrender of the policy. The MVA will be applicable on total withdrawal amount during a policy year which is over and above 25% of the Group Policy Account Value where bulk exit shall mean exit of Members from the group as defined in the Scheme Rules. Any withdrawal amount which is below Rs. 10 crores shall not be treated as Bulk exit and in this case, MVA shall not apply. The MVA amount shall be derived at the time of exit using the following formula.

MVA amount = Maximum (0, Policy Account Value at the beginning of the policy year – Market Value) / Policy Account Value * (Net amount which is over and above the amount representing Bulk Exit)

Where, Market Value is derived from the latest available revaluation of assets at the time when MVA is carried out. The assets will be earmarked separately for this product. The MVA amount, if any, will be deducted from the Group Policy Account Value.

5. Free Look Period:

During the Free Look period of 15 days from the date of receipt of the Policy Document by the Master Policyholder, if the Master Policyholder is not satisfied with the Terms and Conditions of the policy, he/she may return the policy to the Corporation stating the reason of objections. On receipt of the same the Corporation shall cancel the policy and return the amount of Contributions deposited after deducting charges for stamp duty, if applicable.

If this policy is cancelled during the Free Look period, no interest will be credited to their Group Policy Account.

6. Policy Loan:

No loan is payable under this policy.

7. Compulsory Termination:

The policy may be terminated, after giving the Master Policyholder 3 months' notice, on the happening of any of the following events:

- a. The balance in the Group Policyholder's Account falls below Rs. 10,000/-;
- b. The numbers of Members covered under the policy are less than 3.

In such a case, the balance in the Policyholder's Account, if any, shall be refunded to the Policyholder.

8. The Master Policyholder shall provide the list of Members covered under the policy at the time of inception of the policy and at each Annual Renewal date. Such list which should be in the format prescribed by the Corporation from time to time shall form part of the Policy Document.
9. At the end of each financial year, the Corporation shall issue a statement of Group Policy Account showing various transactions during the financial year to the Master Policyholder. This statement will provide details of the Group Policy Account for the financial year such as opening balance, Contribution received, interest amount credited, as applicable, withdrawal and claim payments debited and closing balance.
10. When pension becomes payable to a Member on death/ retirement/ cessation of service, the Corporation shall pay to the Master Policyholder, the benefits according to Scheme Rules on behalf of that Member. In case of a Defined Benefit Scheme, if the balance in the Policy Account is insufficient to pay out the benefits as per the scheme rules, it will be the responsibility of the Master policyholder first make the payment to the Corporation as to enable the Corporation to pay such benefits.
11. The amount of the pension will depend upon the amount standing to the credit of the Member in the Group/ Individual Policy Account, the age of the Member or the person to whom the pension is payable and the type of pension and will be determined on the basis of the immediate annuity rates of the Corporation available as on the date of exit. The pension is payable monthly, quarterly, half-yearly or yearly as may be agreed to between the Master Policyholder and the Corporation.
12. Based on the experience, the Corporation reserves the right to revise the annuity rates (upward/downward) from time to time. The Corporation shall furnish the applicable annuity rates to the Master Policyholder separately at the time of commencement of policy and also at all times in future whenever, the annuity rates are revised.

The Master Policyholder shall notify to the Corporation the pension option exercised by the Members or the beneficiary immediately but not later than ninety days of the Member's retirement, cessation of service or death, as the case may be.

13. In case of exit of a Member from employment as per Scheme Rules and the intimation of the said exit along with all requirements is received by the Corporation within the period of ninety days from the Date of Vesting, the annuity rate prevailing as on the Date of Vesting will apply. However no interest shall be payable on annuity amount during the said maximum period of 90 days.
14. If the delay in intimation of exit from employment along with all requirements is beyond the period of ninety days from the Date of Vesting, the annuity rate prevailing as on the date of intimation to the Corporation will apply. Under Defined Benefit Schemes, the required amount to purchase the annuity will be adjusted from the Group Policy Account with effect from the Date of Vesting.

PART E

Not Applicable

PART – F: OTHER TERMS AND CONDITIONS

1. Nomination:

The Master Policyholder shall obtain the nomination details in respect of all the Members covered under this policy and ensure that the requisite nominations are updated in their records on a regular basis. The Master Policyholder shall provide the necessary information to Insurer on demand or as and when required. The Master policyholder shall certify the correctness of the nomination made by the Members. Section 39 of the Insurance Act, 1938, may be referred to in this regard.

2. The benefits payable under this policy are strictly personal and cannot be assigned, charged or alienated in any way by the Member or the beneficiaries.

3. **Force Majeure:**

In the event where Corporation's performance or any other obligations are prevented or hindered as a consequence of any act of God or state, strike, lock out, legislation or restriction by any government or any other statutory authority or any other circumstances that lie beyond Corporation's anticipation or control, the performance of this policy shall be wholly or partially suspended during the continuance of such force majeure. The Corporation shall resume its obligations towards the Policy as soon as the Force Majeure event ceases. The Corporation undertakes to keep the IRDAI informed and seek prior approval before effecting any of these changes.

4. **Legislative Changes:**

The Terms and Conditions including the Contributions and benefits payable under this policy are subject to variation in accordance with the relevant Legislation & Regulations.

5. **Taxes:**

Statutory Taxes, if any, imposed on such insurance plans by the Government 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 applicable taxes as per the prevailing rates, shall be payable by the Master Policyholder shall not be considered for the calculation of benefits payable under the product.

In any case where the Corporation is liable to the revenue authorities for Income-tax or any other Tax or duties on the benefits to be made under this policy or on any account in respect to this policy, the Corporation shall be entitled to deduct the appropriate amounts for that purpose from the respective payments and shall not be liable to the Master Policyholder for the sums so deducted.

6. **Normal requirements for a claim:**

The following documents shall be required to process the claims:

1. Original Death Certificate, in case of death claim
2. Certificate of proof of any other exits defined in the Scheme Rules
3. Claims forms as prescribed by the Corporation
4. Proof of Existence, identity and Evidence of age of the Member and of the beneficiary whenever required to the satisfaction of the Corporation.

As soon as a Member or a beneficiary becomes entitled to receive the benefits under the Scheme, the Master Policyholder shall send the relevant particulars to the Corporation whereupon the Corporation shall pay to the Master Policyholder appropriate benefits.

Within 90 days from the date of exit as defined in the Scheme Rules, intimation of such exit of Member along with death certificate, if applicable, must be notified in writing to the office of the Corporation where the policy is serviced for any claims to be admissible. However, delay in intimation of the genuine claim by the claimant may be condoned by the Corporation on merit and where delay is proved to be for the reasons beyond his/her control.

7. The Master Policyholder shall furnish the Corporation with all particulars relevant to the Scheme and for the operation of this policy and the particulars so furnished may be accepted by the Corporation as conclusive.
8. Any amendment/s or modification/s to the Scheme shall have the effect for the purpose of this policy only to such extent as the Corporation shall in writing agree and the consequential changes to the relevant provisions hereof shall be given effect to by endorsements to the Policy.
9. The Master Policyholder and the Corporation reserves the right to terminate the Scheme by giving three months' notice to either party. In that event, the benefit available under this policy shall be as per Para 3 of Part -D of this policy.

10. All monies payable by the Corporation hereunder shall be paid to the Master Policyholder through the servicing P&GS unit and a valid discharge receipt given by the Master Policyholder or on their behalf by any person duly authorised in writing by the Master Policyholder shall be a valid discharge to the Corporation in respect of any such payment.
11. The Scheme Rules shall form part of the policy document. In case of a conflict between Scheme Rules and condition of policy, the terms of the policy conditions shall prevail.
12. The Master Policyholder shall at the request of the Corporation produce the Policy whenever necessary.
13. The Corporation shall not be liable for any action taken in good faith upon any statements and particulars furnished by the Master Policyholder which shall be, or shall be proved to have been erroneous. Such of the Master Policyholders' records in original, as in the opinion of the Corporation have a bearing on the benefits provided, shall be open for inspection by the Corporation, whenever required.
14. If the Master Policyholder maintains Pension funds with more than one insurer, the Master policyholder shall have the option to choose any insurer to purchase available annuity.

PART – G: STATUTORY PROVISIONS

Section 45 of Insurance Act, 1938:

The provisions of Section 45 of the Insurance Act, 1938, as amended from time to time, shall be applicable. The current provisions are contained in Annexure-1 of this policy document.

Grievance Redressal Mechanism:

Of the Corporation:

The Corporation has Grievance Redressal Officers at Branch/ Divisional/ Zonal/ Central Office to redress grievances of customers. For ensuring quick redressal of customer grievances the Corporation has introduced Customer friendly Integrated Complaint Management System through our Customer Portal (website) which is <http://www.licindia.in>, where a registered policy holder can directly register Complaint/grievance and track its status. Customers can also contact at e-mail ic_co_crmgrv@licindia.com for redressal of any grievances.

Claimants not satisfied with the decision of death claim repudiation have the option of referring their cases for review to Zonal Office Claims Dispute Redressal Committee or Central Office Claims Dispute Redressal Committee. A retired High Court/ District Court Judge is Member of each of the Claims Dispute Redressal Committees. For redressal of Claims related grievances, claimants can also approach Insurance Ombudsmen who are appointed by Government of India for providing low cost and speedy arbitration to customers.

Of IRDAI:

In case the customer is not satisfied with the response or does not receive a response from us within 15 days, then the customer may approach the Grievance Cell of the IRDAI through any of the following modes:

- Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre)
- Sending an email to complaints@irdai.gov.in
- Register the complaint online at <http://www.igms.irdai.gov.in>
- Address for sending the complaint through courier / letter:

Consumer Affairs Department, Insurance Regulatory and Development Authority of India,
Survey No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032, Telangana.

Of Ombudsman:

For redressal of Claims related grievances, claimants can also approach Insurance Ombudsman who provides for low cost and speedy arbitration to customers.

The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or

disputes relating to the matters such as:

- (a). Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
- (b). Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- (c). Disputes over premium paid or payable in terms of insurance policy;
- (d). Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- (e). Legal construction of insurance policies in so far as the dispute relates to claim;
- (f). Policy servicing related grievances against insurers and their agents and intermediaries;
- (g). Issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
- (h). Non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and
- (i). Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f)

Note: In case of dispute in respect of interpretation of terms and conditions mentioned in this document, the English version shall stand valid.

YOU ARE REQUESTED TO EXAMINE THIS POLICY, AND IF ANY MISTAKE BE FOUND THEREIN, RETURN IT IMMEDIATELY FOR CORRECTION.

Annexure 1

Section 45 as per the Insurance Act 1938

(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 specially 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 subsection (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of 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 misstatement 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 the 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 misstatement 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 section 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 insured was incorrectly stated in the proposal.

