

Master Policy No. GAP/



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

**LIC's GROUP ASSURANCE PLAN (UIN NO. 512G344V01)**

**A Non-Linked, Non-participating, Group, Savings, Life Insurance Plan (Government Scheme)**

Ref : NB

**PART- A**  
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 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.

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)



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) Nomination: Nomination should be in accordance with the provisions of Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are enclosed as Annexure-1 for reference.
- 3) Within 90 days from the date of death, intimation of death along with death certificate 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 death 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.
- 4) Section 45 of Insurance Act, 1938: The current provisions of the same are enclosed as Annexure-2.
- 5) The approved version of Policy Document in respect of this plan is available on our website :[www.licindia.in](http://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 and the first premium from \_\_\_\_\_ whose office is situated at ----- (hereinafter called "the Master Policyholder"), being the policyholder for the group assurance policy for providing the benefits as described in the SchemeRules of the aforesaid LIC'sGroup AssurancePlan(certified copy of which Scheme Rules has been furnished to the Corporation by the Master Policyholder), which SchemeRules together with the aforesaid proposal are hereby declared to be the basis of this policy.

The Master Policyholder has further agreed to pay the premiums as required in accordance with the provisions hereof and to furnish such statements and information as is material to the contract as may be required by the Corporation which statements and information together with the application, Rules and all statements referred above and any other statements or information already furnished and to be furnished by the Master Policyholder as provided hereunder giving all the variations in the particulars of the Members in so far as such variations have any bearing on the Assurances effected hereunder from time to time, the Master Policyholder have agreed, shall be and are hereby declared to be the basis of this Policy AND WHEREAS the Corporation has received an amount of Rs. \_\_\_\_\_ being the premium due on the Date of Commencement of this Policy in respect of the Assurances effected hereunder, on the lives of ..... persons, being the total eligible members of the group, for the total Sum Assured of Rs.....

It is hereby also declared that this policy shall be subject to the Definitions, Premiums and Benefits, Conditions related to Servicing Aspects and Other Terms and Conditions and Statutory Provisions printed in this policy and the following Schedule and every endorsement placed on the policy by the Corporation shall be deemed to be a part of this Policy.

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

1.	Master Policy Number	
2.	Date of Commencement of Policy	
3.	Name of Master Policyholder	
4.	Registered Address and e- mail ID of Master Policyholder	
5.	Name of the Scheme	
6.	Age at Entry	Minimum entry age :18 years (last birthday) Maximum entry age :-----years (nearer birthday)
7.	Period of Coverage	Minimum Term (in years): Maximum Term (in years):
8.	Maximum Cover Ceasing Age	.... years
9.	Number of Members covered as on the Date of Commencement of Master Policy	
10.	Event on the happening of which benefits are payable:  (i)Survival  (ii) Death	As per Para 1 of Part C of this Policy Document.  As per Para 2 of Part C of this Policy Document.
11.	Total Single Premium received towards Assured benefits on Date of Commencement of Policy	
12.	Proposal No.	
13.	Proposal Date	

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 minimum entry age of 18 years for which the age is in completed years.
2.	Beneficiary	The person(s) 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) under Section 39 of Insurance Act, 1938, as amended from time to time 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.
3.	Certificate of Insurance	It means a certificate issued by the Corporation on the basis of details mentioned in the Members Enrollment Form, to each member evidencing the acceptance of risk on the life of the Member under this Policy.
4.	Corporation	It means the Life Insurance Corporation of India established under Section 3 of the LIC Act, 1956.
5.	Date of commencement of policy	It is the start date of this policy.
6.	Date of Maturity	It is the date specified in the Certificate of Insurance on which the Period of Coverage is completed.
7.	Death Benefit	Benefit which is payable on death of a Member as specified in Para 2 of Part C of this Policy Document.
8.	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.
9.	Entry Date	Entry Date in respect of a Member is the date on which he/ she joins the Scheme after receipt of Single Premium in respect of that Member, from the Master Policyholder. 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 Single Premium in respect of those members, by the Master Policyholder.
10.	Free Look Period	It is the period 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 stating the reasons of objections, as detailed in Para 4 of Part D of this Policy Document.
11.	IRDAI	Insurance Regulatory and Development Authority of India earlier called Insurance Regulatory and Development Authority (IRDA).
12.	Member	Member is an eligible individual who is allowed by Master Policyholder to the benefits of this Policy according to the Scheme Rules and who has been issued a Certificate of Insurance by the Corporation.
13.	Master Policyholder	It is the Institution/Legal Entity which has entered into a contract with the Corporation for providing Assured benefits to Members of this policy. It is a legal owner of this policy.
14.	Nomination	It is the process of nominating a person(s) who is (are) named as "Nominee" by the Member at inception or subsequently included/changed by an endorsement. Nomination should be in

		accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
15.	Nominee	It means 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 and give a valid discharge to the Corporation on settlement of the claim.
16.	Period of Coverage	It means the period (in years) starting from Entry date till Date of Maturity as specified in the Certificate of Insurance, during which the benefits in respect of a Member shall be payable under this Policy.
17.	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.
18.	Register	Means the Register of Members containing the names of Members covered under this Scheme communicated to the Corporation by the Master Policyholder, which is deemed to be incorporated in and forms part of this policy.
19.	Schedule	It is the part of policy document that gives the specific details of policy contract.
20.	Scheme	It refers to the name of Master Policyholder covered under this policy. For example, "X" LIC's Group Assurance Scheme, where X is the name of the Master Policyholder.
21.	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.
22.	Single Premium	It is the contractual amount payable by the Master Policyholder to secure the contractual benefits in respect of each of the member covered under this policy. The term 'Single Premium' used anywhere in this Policy Document does not include any taxes, which is payable separately.
23.	Sum Assured	It means an absolute amount of benefit which is payable on death of a Member during the Period of Coverage.
24.	Survival Benefit	Benefit which is payable on Survival of a Member as specified in Para 1 of Part C of this Policy Document.
25.	Surrender	It means complete withdrawal or termination of the entire policy before expiry of Period of Coverage.
26.	UIN	The Unique Identification Number allotted to this plan by the IRDAI.

### **PART – C: BENEFITS**

1. **Survival Benefit:**

Survival Benefit, in respect of each of the Members, shall be the regular payment at the end of each month/ quarter/ half-year/ year, as chosen by the Member and specified in the Certificate of Insurance. This Survival Benefit will be payable during the Period of Coverage.

Such Survival Benefit may be level or increasing. For increasing survival benefits, the amount and frequency of increase shall be guided by Scheme Rules of the Master Policyholder. The Survival Benefit shall terminate on death of the Member or expiry of the Period of Coverage, whichever occurs first.

2. **Death Benefits:**

On death of the Member during the Period of Coverage, the following benefits are payable to the nominee(s):

- Sum Assured equal to Rs.5000/-(Rupees Five Thousand Only) as a lumpsum; and
- A regular income in the form of Family Income Benefit for the outstanding Period of Coverage. The amount and date of payment of Family Income Benefit shall be same as the Survival Benefit that were payable to the Member on his/her survival.

3. **Maturity Benefits:**

No Maturity benefit shall be payable under this policy.

4. **Payment of Premium(s):**

The Master Policy holder will pay a Single Premium for the benefits payable in respect of each Member before the entry of Member in to the Scheme. The total premium payable at commencement of policy shall be equal to the sum of premiums in respect of individual Members of the group at inception. For subsequent entries, the Single Premium in respect of each members shall be paid as and when the members enter into the Scheme.

### **PART – D: CONDITIONS RELATED TO SERVICING ASPECTS**

1. **Proof of age:**

The Single Premium having been calculated on the age of the Member as provided by the Master Policyholder, in case the age is found to be incorrect anytime during the Period of Coverage, the difference of Single Premium based on the true age of the member, if any, along with the interest from the Entry Date to the date of claim shall be recovered from the claim amount payable to the nominee(s).

2. **Forfeiture in certain events:**

In case any conditions herein mentioned or any endorsements made hereto be contravened or in case 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 Assured benefits 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 benefits related to the Member(s) 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:**  
No benefit shall be payable to Master Policyholder/ Member on surrender of this policy.
4. **Free Look Period:**  
Since this is a Government Scheme, Free-Look Period shall not be applicable.
5. **Alteration:**  
No alteration is allowed in respect of a Member under this policy.
6. **Termination of benefits:**  
The benefits under this policy shall terminate on expiry of Period of Coverage.

### PART E

Not Applicable

### PART – F: OTHER TERMS AND CONDITIONS

1. **Nomination:**  
Nomination by a Member is allowed as per Section 39 of the Insurance Act, 1938 as amended from time to time. The current provisions of Section 39 are contained in Annexure-1 of this policy document.  
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 the Corporation regarding nomination in respect of all the Members covered to the P&GS Unit of the Corporation where this policy is serviced. The Master policyholder shall certify the correctness of the nomination made by the members. In registering nomination the Corporation does not accept any responsibility or express any opinion as to its validity or legal effect.
2. **Assignment:**  
The benefits payable under this policy are strictly personal and cannot be assigned, charged or alienated in any way by the Master Policyholder/Member/ nominee(s).
3. **Legislative Changes:**  
The Terms and Conditions including the premiums and benefits payable under this policy are subject to variation in accordance with the relevant Legislation & Regulations.
4. **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 and 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/member for the sums so deducted.
5. **Normal requirements for a claim:**  
For claiming the benefits as laid down in the Policy Schedule/Certificate of Insurance, the Master Policyholder will have to submit the following documents to the Corporation:



1. Original Death Certificate, in case of death claim.
2. In case of unnatural death or death on account of or arising from an accident, the Corporation may call for the copies of First Information Report (FIR), Panchnama and Post Mortem report. The Corporation may also call for additional documents as may be required by them.
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.
5. NEFT mandate from the claimant for direct credit of the claim amount to the bank account, whichever is applicable, to the satisfaction of the Corporation

As soon as a Member/ nominee (s) 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 appropriate benefits to the Member/ nominee(s).

**6. General Conditions:**

- (i) Every Member of the Scheme shall become entitled to the benefits under the Policy from the Entry Date on which he first becomes a Member of the Scheme subject to the consent of the Master Policyholder and the Corporation
- (ii) The Master Policyholder shall furnish the Corporation all particulars relevant to the Scheme for operation of this policy subject to the particulars so furnished are accepted by the Corporation as conclusive.
- (iii) The Master Policyholder shall furnish to the Corporation all such data, information and evidence as the Corporation may reasonably require upon or with regard to any matter affecting the benefits effected or to be effected hereunder. These records in original (or certified copies thereof) as in the opinion of the Corporation have bearing on the benefits to be provided or the premiums payable hereunder shall be open for inspection by the Corporation at all times.
- (iv) The Master Policyholder shall at the request of the Corporation produce the Policy whenever necessary for the purpose of stamping, reference or inspection.
- (v) All monies payable by the Corporation hereunder shall be paid to the Member/ nominee (s) 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.
- (vi) 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.
- (vii) 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.
- (viii) It is hereby expressly agreed between the Master Policyholder and the Corporation that this Policy is effected in accordance with the provisions of the Rules of the Scheme and in the event of the Rules being amended, such amendments, if they have any bearing on or affect in any way, the terms and conditions of this policy or any of the Assurances effected hereunder, shall become effective only if the said amendments are approved by the Corporation. Any alteration or amendment that may become necessary in the terms and conditions of this Policy

on account of amendment or alteration, approved by the Corporation in the provisions of the Rules shall be given effect to by appropriate endorsements to the Policy signed by the authorised Officer of the Corporation. Any alteration or amendment in the terms and conditions of this Policy will be done with prospective effect with the prior approval of IRDAI.

- (ix) The Corporation reserves the right to vary from time to time the premium rates, terms and provisions of this Policy and Schedule for new members.
- (x) In case the Corporation decides or is required to withdraw the product, entry of the new Members shall not be allowed. Notwithstanding anything herein contained to the contrary, the Corporations' liability to the Master Policyholder under this policy shall be limited to the Benefits which are already in payment in accordance with Para 1 & 2 of Part C under this policy document subject to the terms and conditions applicable to them.

## **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-2 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 id [co\\_crmgrv@licindia.com](mailto: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](mailto:complaints@irdai.gov.in)
- Register the complaint online at <http://www.igms.irda.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

provide 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.**

**Nomination - As per Section 39 of the Insurance Act 1938**

(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 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 policy holder a written acknowledgement 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 reassignment 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 policyholder, 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 policyholder 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 policyholder 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 policyholder 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. 2

**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.