PART B

Aegon Life Term Insurance Plan A Non-linked Non Participating Plan UIN- [138N039V02]

POLICY DEFINITIONS

The words and phrases defined below shall have the meanings assigned to them in this Policy unless the context otherwise requires. Words implying masculine include the feminine, and vice versa. Words in singular include the plural and vice versa.

Age means age of the Life Assured on last birthday unless specifically otherwise provided.

Accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

Accidental Death is defined as death caused solely by an accident, occurring independently of any other causes and within ninety (90) days of such trauma, proved to the satisfaction of the insurer.

Company, We, Us, Our means Aegon Life Insurance Company Limited or its successors.

Annualized Premium means the yearly Installment Premium less modal factor, applicable taxes, Rider Premium and extra underwriting, if any.

Installment Premium is the amount payable by You to avail the Benefits under this Policy and is mentioned in Policy Schedule. This amount may change depending upon the applicable taxes and Premium payment mode selected by You.

Claimant means the Nominee / Appointee (if Nominee is a minor)/ Assignee; and where there is no assignment or nomination in existence, the legal heir/s of the Policyholder.

Date of Commencement of Policy is the start date of the Policy and is mentioned in the Policy Schedule.

Date of Commencement of Risk is the date from which the insurance cover under the Policy commences and is mentioned in the Policy Schedule.

Date of Maturity means the date on which the Policy matures for the Benefits and is mentioned in the Policy Schedule.

Due Date means the dates on which the Installment Premiums are due and payable by the Policyholder.

Grace Period is a period of 15 days for Policies under monthly payment mode and 30 days for

all other modes beginning the Due Date of Policy Premium and ending at the close of business hours on the 15th or 30th day, as may be applicable, from the Due Date. If the 15th or 30th day, as applicable, falls on a holiday then the next working day.

Life Assured is the person for whom the insurance cover is granted by Us under this Policy.

Policy / Plan means the contract of insurance entered into between the Policyholder and Us as evidenced by this document.

Policy Anniversary is the annual anniversary of the Date of Commencement of Policy.

Policy Term means the period commencing on the Date of Commencement of Policy and ending on the Date of Maturity as mentioned in the Policy Schedule.

Policy Year and Policy Month are measured from the Date of Commencement of Policy and are period of twelve calendar months and one calendar month respectively.

Premium Payment Term means the period during which the Installment Premium is payable and is mentioned in the Policy Schedule.

Proposal Form is the application form submitted to the Company for purchasing this Policy.

Sum Assured means the benefit as specified in the Policy Schedule.

You, Your means the Policyholder named in the Policy Schedule.

PART C

Aegon Life Term Insurance Plan A Non-linked Non Participating Plan UIN- [138N039V02]

BENEFITS

All the payments under the Policy will be made in Indian rupees and will be subject to prevailing tax laws.

C.I Death Benefit

Based on the death benefit option chosen at the time of proposal, any one of the following Death Benefit will be payable in the event Life Assured dies before the Date of Maturity:

- Option I: The Company will pay to the claimant an amount equal to the Sum Assured, and the Policy will terminate.
- Option 2:The Company will pay to the claimant the following:
 - o An amount equal to the 50% of the Sum Assured; and
 - o 3% of the Sum Assured will be paid at the start of every Policy Month for the next 60 months. Claimant will have an option to take the discounted value of the future payouts anytime. The interest rates calculated for deriving at the present value will be decided by the Company from time to time but will not exceed yield to maturity on 5 year G-Sec plus 3% per annum.

If death occurs during Grace Period Death Benefit will be reduced by the amount of outstanding Policy Premium.

C.2 Accidental Death Benefit

If the Life Assured dies due to an Accident, the claimant will be paid an amount equal to the Sum Assured subject to maximum of Rs.1 Crore.

The Accidental Death Benefit will not be paid if the death results from or is accelerated by:

- Service in the armed forces at the time of declared or undeclared war or while under orders for warlike operations or restoration of public order.
- Self-destruction or any attempted self-destruction or self-inflicted injury while sane or insane.
- Accident occurring while or because the Life Assured was under the influence of alcohol or any non-prescribed drug.
- Engaging in or taking part in: motorized racing of any kind; professional sports; hazardous

activities, including but not limited to scuba diving, boxing, mountaineering or rock climbing; flying or any other aerial activity, except as a fare paying passenger in a regular scheduled commercial aircraft.

- Arising or resulting from the Life Assured committing any breach of law with criminal intent.
- War (whether declared or not), terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion.
- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a licensed doctor other than Life Assured.

C.3 Maturity Benefit

Upon survival of the Life Assured up to the Date of Maturity, no benefit will be payable and the Policy will cease to exist.

C.4 Surrender Benefit

No surrender benefit will accrue to the Policy.

C.5. Change in Sum Assured

Change in Sum Assured is not allowed during the Policy Term.

C.6 Policy Premiums

Policyholder can pay the Policy Premium in annual mode, semi-annual mode or monthly mode. The modal factor applicable to the premium payment modes other than annual mode will be as under:

- Semi Annual Premium = Annual Premium multiplied by 0.512
- Monthly Premium = Annual Premium multiplied by 0.087

If any amount received towards Policy Premium is less than the due Policy Premium, the same will not be accepted. In such cases the Policy Premium will be treated as unpaid. If the amount received towards Policy Premium is more than the installment due, the excess amount will be refunded to the Policyholder. No interest or reward is payable on the excess amount received.

Advance premium will be accepted as per prevailing IRDAI guidelines.

C.7 Loan

Loan is not available under the Policy.

C.8 Policy Termination

The Policy will terminate on the earliest of the following:

· The date on which the Policy is surrendered.

- On the Date of Maturity of the Policy.
- Date of intimation of the death of the Life Assured;
- On the expiry of Reinstatement Period.

C.9 Suicide Exclusion

If the Life Assured under the Policy, whether medically sane or insane, commits suicide, within a period of one year from the:

- a) The Date of Commencement of Policy or
- b) Date of reinstatement,

The Claimant shall be entitled to 80% of the Premiums paid, provided the Policy is in force. The Policy terminates upon payment of such benefit.

PART D

Aegon Life Term Insurance Plan A Non-linked Non Participating Plan UIN- [138N039V02]

D.I Free Look Option

If you disagree with any of the terms and conditions of the Policy, you have the option to return the original Policy Document stating reasons for the objection within 15 days of receipt of the Policy Document ("the free look period"). The Policy will be cancelled by us and we will pay you an amount equal to the following will be paid to You.

- Policy premium paid by you;
- Minus the aggregate of the Stamp Duty on the Policy, any expenses borne by the Company for medical examination and proportionate premium for the time that the Company has provided cover up to the date of cancellation under the Policy

The Policy and all the rights under the Policy shall stand extinguished immediately on the cancellation of the Policy under the free look option.

D.2 Discontinuance of Policy Premiums

If the Policy Premium remains unpaid at the expiry of the Grace Period, the Policy will lapse.

D.3 Reinstatement of the lapsed Policy

If the Policy has lapsed, You may reinstate the Policy within a period of 2 years from the date of unpaid Policy Premium and before the Date of Maturity.

Along with the request for revival You will have to:

- Submit proof of continued insurability to the satisfaction of the Company; and
- Pay all the arrears of Policy Premium together with interest at such rate as may be fixed by the Company from time to time. The interest rate shall not exceed yield to maturity on a 5 year G-sec plus 3%). The Company reserves the right to accept or decline the reinstatement of lapsed Policy. The revival of a lapsed Policy shall take effect only after the same is approved by the Company and is specifically communicated in writing to the Policyholder. It will be ensured that the evidences and any medical requirements requested for are in line with the prevailing underwriting rules/practices and the health declaration by the Life Assured. Any evidence of insurability requested at the time of revival will be based on the prevailing underwriting guidelines duly approved by the Board.

PART E

Aegon Life Term Insurance Plan A Non-linked Non Participating Plan UIN- [138N039V02]

Not Applicable as this product is a Non Linked Insurance Plan.

PART F

Aegon Life Term Insurance Plan A Non-linked Non Participating Plan UIN- [138N039V02]

F.I Assignment & Nomination

(i) Assignment

Shall be followed as per Section 38 of Insurance Act 1938 as amended from time to time.

(A simplified version of the provisions of Section 38 is enclosed in Annexure 1 for reference)

(ii) Nomination

Shall be followed as per Section 39 of Insurance Act 1938 as amended from time to time.

(A simplified version of the provisions of Section 39 is enclosed in Annexure 2 for reference)

F.2 Fraud or misrepresentation

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time.

(A simplified version of the provisions of Section 45 is enclosed in Annexure 3 for reference)

F.3 Misstatement of Age or gender

As per the clause F.2, if the age or gender of the Life Assured has been misstated or incorrectly mentioned, then We may take the following action subject to the underwriting norms prevailing at the time of taking such action:

If at the correct age, any of the Life Assured was not insurable under this Policy according to our requirements, We reserve the right to refund the premiums paid and terminate the Policy.

If at the correct age, any of the Life Assured was insurable, then the Benefits will be limited to the extent of maximum premium permissible under the correct age. The premiums paid by the customer in excess of maximum premium permissible for correct age, if any, will be refunded to the customer without any interest.

F.4 Payment of claim

The Company would require following primary documents in support of a claim to enable processing of the claim under the Policy:

- For Death Benefit:
 - o Original Policy Document;

- o Certificate of the Doctor / Medical Officer certifying the cause of death;
- o In case of unnatural Death post mortem report, First Information Report;
- o Death Certificate issued by the local authority; and
- o Claimant's Statement

The Company is entitled to ask for additional documents or information for processing of the claim. The Company may also seek professional/independent assistance to arrive at a speedy disposal of the claim. You and/or the nominee/legal heir shall have no objection to the Company obtaining any details/information to form an opinion about the claim.

F.5 Electronic transactions

You shall adhere to and comply with all such terms and conditions as We may prescribe from time to time. Any transactions carried out by or through any electronic facilities or means established by or on behalf of Us, in respect of the Policy, shall constitute legally binding and valid transactions on You.

F.6 Taxation

The tax benefits and Benefits payable under the Policy would be as per the prevailing provisions of the tax laws in India. We reserve the right to recover statutory levies including Service Tax (plus applicable education cess) by way of adjustment to the Installment Premiums payable or make necessary recoveries from the benefits payable under the Policy.

PART G

Aegon Life Term Insurance Plan A Non-linked Non Participating Plan UIN- [138N039V02]

G.I Notices

Any notice, direction or instruction given to Us under the Policy shall be in writing and delivered by hand, post, facsimile or from registered electronic mail to:

Customer Service Department

Aegon Life Insurance Company Limited,

Building No. 3, Third floor, Unit No. 1, NESCO IT Park, Western Express Highway, Goregaon (E), Mumbai 400 063. Or such other address as may be informed by Us.

Toll free number: 1800 209 9090

E-mail: customer.care@aegonlife.com

Any notice, direction or instruction to be given by Us under the Policy shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail at the updated address in the records of the Company.

You are requested to communicate any change in address immediately to enable us to serve you promptly.

G.2 Applicable Law

This Policy is subject to the provisions of the laws of India.

G.3 Currency and Payment

All payments to or by the Company will be in Indian rupees and shall be in accordance with the prevailing regulations and other relevant laws of India.

G.4 Consumer Grievance Cell:

You may reach us for any complaints/ grievances in any of the following manner:

- By calling the Toll Free Number 1800 209 9090 between 9.00 AM to 7.00 PM from Monday to Saturday or
- By writing an e-mail to customer.care@aegonlife.com or
- By registering the grievance on the website of the Company at www.aegonlife.com or

In case of disagreement with the response of the Company or no- response within 15 days, the grievance can be escalated to Grievance Redressal Officer by an e-mail to grievance.manager@aegonlife.com or written letter at:

Grievance Redressal Officer

Aegon Life Insurance Company Limited,

Building No. 3, Third floor, Unit No. 1, NESCO IT Park, Western Express Highway, Goregaon (E), Mumbai 400 063.

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, Basheer Bagh

Hyderabad - 500 029, Andhra Pradesh

Fax No: 91 - 40 - 6678 9768

G.5 Insurance Ombudsman

In case You are not satisfied with the decision/ resolution or have not received any reply to Your complaints/ grievances within a period of I5 days, You may approach the Insurance Ombudsman, if your complaint pertains to:

- i) Any partial or total repudiation of claim;
- ii) Premium paid or payable in terms of the Policy;
- iii) Delay in settlement of claim;
- iv) Non-issue of Policy document to customers after receipt of Installment premiums
- v) Any claim related dispute on the legal construction of the policies in so far as such disputes relate to claims.

The complaint should be made in writing duly signed by You, Nominee or by Your legal heirs with full details of the complaint and the contact information of complainant.

As per Rule 13(3) of the Redress of Public Grievances Rules 1998, the complaint to the insurance ombudsman can be made:

- (a) If the complaint is not resolved to Your satisfaction by the Company.
- (b) Within a period of one year from the date of rejection by the Company; and
- (c) You have not initiated any other complaint/litigation.

The addresses of the Insurance Ombudsmen are given on the last page of this policy document. You are requested to visit the website of the Company for updated information on contact details of the Company and Insurance Ombudsmen.



<Customer Name>

<Customer Address>

<xxx xxxxx xxxxxx > >

<xxx xxxxx xxxxxx >

<xxx xxxxx xxxxxx >

<Customer Contact No.

First Premium Receipt

Product Name	:
Branch	:
Date	:
Policy Number	:
Agent	:
Name of the Policyholder	:

Premium Amount Rs. (in figures)*	:
Premium Amount Rupees (words)*	:
Premium Amount for CI Rider	:
Premium Amount for TPD Rider	:
Premium Amount for Women Care Rider	:
Premium Amount for Premium Shield Rider	:
Total Premium amount Rs. (In Figures)	:
Total Premium amount Rs. (In Words)	:
Next Premium Due Date	:
Frequency Mode	:
Date of Commencement	:



Authorised Signatory

Eligible for benefits as applicable under the prevailing Income Tax Act, 1961 premium paid under the plan is eligible for Tax Benefits u/s 80 c#

IRDAI Company Registration Number:138

Registered Office: Aegon Life Insurance Company Limited. Building No.3, Third Floor, Unit No.1, NESCO IT Park, Western Express Highway Goregaon (E), Mumbai - 400063. Tel: +91 226118 0100, Fax: +91 2261180200/300, Corporate Identity No: U66010MH2007PLC169110

- 1800 209 90 90 (Toll free, 9 am to 7 pm, Mon to Sat)
- MENU to 9221-010101
- © customer.care@aegonlife.com
- www.aegonlife.com

^{*} Service tax applicable as per prevailing service tax law. Service tax registration number: AAGCA3203JST003 under category Life Insurance. #Tax Benefit is subject to provisions of Income Tax Act

Annexure: I

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a life insurance Policy is as below in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

- 01. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
- 02. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
- 03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
- 09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it

has sufficient reasons to believe that it is

a. not bonafide or

b.not in the interest of the Policyholder

or

c. not in public interest or

d.is for the purpose of trading of the insurance Policy.

- 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
- 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the

- refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the Policy shall become payable to Policyholder or nominee(s)in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the Policy Such conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the Policy
 - c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list as mentioned in Insurance Act, 1938 (as amended from time to time), but only a simplified version prepared for general information. Policy Holders are advised to refer to the Act for complete and accurate details.]

Annexure: 2

Section 39 - Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

- 01. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.
- 02. Where the nominee is a minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the Insurer.
- 03. Nomination can be made at any time before the maturity of the Policy.
- 04. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy.
- 05. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the insurer.
- 07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
- 09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the Policy. The nomination will get revived on repayment of the loan.
- 10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination.
- 11. In case of nomination by Policyholder whose life is insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
- 12. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
- 13. Where the Policyholder whose life is insured nominates his

- a. parents or
- b. spouse or
- c. children or
- d. spouse and children
- e. or any of them
 - the nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
- 14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the amendment of Insurance Act, 1938 (i.e. 26.12.2014).
- 16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the Policy.
- 17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Act, 1938 (as amended from time to time), a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list as mentioned in Insurance Act 1938 (as amended from time to time), but only a simplified version prepared for general information. Policy Holders are advised to refer to the Act for complete and accurate details.]

Annexure: 3

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time, are as follows:

- 01. 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.

- 02. 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.

- 03. 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.
- 04. 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.
- 05. 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 orsuppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.
- 06. 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.

- 07. 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.
- 08. Fact shall not be considered material unless it has a direct 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.
- 09. 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 as mentioned Insurance Act 1038 (as amended from time to time) but, only a simplified version prepared for general information. Policy Holders are advised to refer to the Act for complete and accurate details.]