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Disclaimers:

Applicable taxes levied as per extant tax laws shall be deducted from the premium or from the allotted units as applicable. Taxes are subject to change from time to time.

IndiaFirst Life Insurance Company Limited, IRDAI Regn No.143, CIN: U66010MH2008PLC183679, Address: 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai - 400 063. www.indiafirstlife.com, SMS <LIFE> to 5667735 SMS Charges apply. Toll free No - 1800 209 8700. Trade logo displayed above belongs to our promoter M/s Bank of Baroda and is used by IndiaFirst Life Insurance Co. Ltd under License.

BEWARE OF SPURIOUS AND FICTITIOUS/ FRAUDULENT PHONE CALLS!

- IRDAI or its officials is do not involved in activities like selling insurance policies, announcing bonus or investment of Premiums. Public receiving such phone calls are requested to lodge a police complaint.

PART A**INDIAFIRST LIFE INSURANCE COMPANY LIMITED**

Regd. & Corporate Office: 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai – 400 063. CIN: U66010MH2008PLC183679

To,
XXXX XXXX
Address 1,
Address 2.
Pin code – xxx xxx

DD/MM/YYYY

IndiaFirst Life Total and Permanent Disability Rider- UIN: 143A022V01

(A Unit-Linked, Non-Participating, Health, Individual, Pure Risk Rider)

Dear Customer,

Congratulations!

You have taken a step towards insuring your 'Happy Family' and We are glad to be part of this journey with you. Our products have been designed to be simple and easy to understand, providing true value for money. We have provided You the relevant information about your Rider Policy in this Rider Policy document. This document is simple to understand. Please read it carefully to ensure that this is the right policy for your financial needs.

You have a Free Look Period of 30 days from the date of receipt of your Rider Policy document, whether received electronically or otherwise, to review the terms and conditions of the Rider Policy and in case You disagree to any of those terms and conditions, You shall have the option to return this Rider Policy to us for cancellation, stating the reason for your objection therefore, provided no claim has been made under this Rider Policy. In such an event, irrespective of the reason for cancellation, You shall be entitled to a refund of the Premium paid subject only to a deduction of a proportionate Rider risk premium for the period of cover, stamp duty, if any, and the expenses incurred by us on medical examination, if any.

Such a request received by us for free look cancellation of the Rider Policy shall be processed and the Premium shall be refunded within 7 days of receipt of the request, subject to applicable deductions.

In case of any communication in respect of the policy; you may contact Us at IndiaFirst Life Insurance Company Ltd, 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai – 400 063. You can also write to Us at corporate.service@indiafirstlife.com or contact us on 1800 209 8700.

Thank you once again for choosing IndiaFirst.

Yours truly,

Authorised Signatory


IndiaFirstLife**Insurance Agent/Intermediary Details**

Name:	
Insurance Agent/Intermediary Details	
Telephone No.:	
Address:	
E-mail ID :	

IndiaFirst Life Total and Permanent Disability Rider
(A Unit-Linked, Non-Participating, Health, Individual, Pure Risk Rider)
UIN [143A022V01]

The Policyholder and the Life Assured named in the Rider Policy Schedule have submitted the Proposal Form together with a personal statement and paid the first installment of Premium specified herein to the Company for grant of the benefits specified in the Rider Policy Schedule. It is agreed by the Policyholder, the Life Assured and the Company that the Proposal Form and the personal statement together with any report or other documents shall form the basis for issuance of this Rider Policy and that the grant of the benefits under this Rider Policy is subject to due receipt of subsequent installments of Premiums and due compliance with the terms and conditions contained in this document.

Subject to the terms and conditions of this Rider Policy, the Company agrees that the benefits under this Rider Policy shall become payable on occurrence of the covered event during the Rider Policy Term, as the case may be.

It is further hereby declared that every endorsement issued on this Rider Policy by the Company shall be deemed to be a part of this Rider Policy.

Signed by and on behalf of

IndiaFirst Life Insurance Company Limited

Authorised Signatory



Annexure A Rider Policy Schedule

I. Policyholder and Life Assured Details

Policyholder's Name:	
Age:	
Date of Birth:	DD MM YY
Relationship with Life Assured	
Policyholder's Address:	
Telephone No./ Mobile No:	
Alternate Mobile No:	
Email Address:	
Life Assured's Name:	
Date of Birth:	DD MM YY
Client ID:	
Gender:	
Life Assured's Address:	
Telephone No./ Mobile No:	
Email Address:	

II. Rider Policy Details

Company Name	IndiaFirst Life Insurance Company Limited
Rider Name	IndiaFirst Life Total and Permanent Disability Rider
UIN:	143A022V01
Policy Number:	
Proposal Form Number:	
Rider Policy Commencement date	DD MM YY
Rider Policy Risk Commencement date	DD MM YY
Maturity Date	DD MM YY

III. Premium and Benefit Details

Rider Policy Sum Assured	Premium Paying Term in years
Rider Policy Term (In years)	Next Premium Due Dates: DD MM YY
Premium Payment Mode:	
Yearly/ Half Yearly/Monthly	Annualized Premium
Due date for payment of Last Premium: DD MM YY	Extra Premium, if any (INR)
Installment premium (INR):	Extra Premium, if any with applicable taxes (INR)
Applicable Taxes (in INR)	Total Premium (Including applicable taxes) in INR

Premium depicted above is inclusive of first year discounts, if applicable. Following discounts are applicable for eligible policies (only on first year premium)

1. For Employees and their family members of IndiaFirst Life, Bank of Baroda, Union Bank of India and their associated Banks.

IV. Nominee(s) details as per Section 39 of the Insurance Act, 1938 as amended from time to time

Nominee Name	Percentage Share	Age of Nominee	Relationship of Nominee

*If any of the Nominees is a minor, and if any benefit is payable to him under the Rider Policy, then, the Appointee named by the Policyholder shall be entitled to receive the policy benefit from us for and on behalf of the Nominee under this Rider Policy.

Appointee's Name*	DOB	Age	Gender	Relationship with Nominee	Appointee's Address

V. Insurance Intermediary Details

Name:
License Number:
Telephone No.:
Address:
E-mail ID:

VI. Special Conditions

NIL	
-----	--

The stamp duty of INR_____ (Rupees in words only) paid by pay order, vide receipt no._____ dated _____.Government Notification Revenue and Forest Department No. Mudrank 2004/415/CR/690/M-1, dated 31.12.2004 Note: ON EXAMINATION OF THIS RIDER POLICY, if you notice any mistake or want to update nominee, bank account and contact details then, you may contact us for correction of the same. The Premium payable under this Rider Policy may differ on the basis of the Extra Premiums, if any, the Premium payment mode chosen by you and the applicable Modal Factor. Please read the terms and conditions of this Rider Policy carefully to understand the terms referred to in this Rider Policy Schedule.

PART B

Definitions

We have listed below a few words, terms and phrases which have been used in this Rider Policy along with their meaning for your easy reference.

Word	Meaning
Accident	An accident means sudden, unforeseen, and involuntary event caused by external, visible and violent means.
Age	Age of the Life Assured as at the last birthday on the Rider Policy Commencement Date and on any subsequent Rider Policy Anniversary.
Annexure	Any annexure, endorsement attached to this Rider Policy as changed/ modified and issued by us from time to time.
Annualized Premium	An amount which is payable in a Policy Year, excluding taxes, underwriting extra premiums and loadings for modal premiums.
Appointee	The person appointed by you to receive the benefits under this Policy, if the Nominee is less than 18 (Eighteen) years of Age.
Base Policy	Base policy means the policy to which this rider is attached.
Beneficiary	Beneficiary means the Nominee/Legal Heir/Assignee specified by the Life Assured as the Beneficiary under the base Policy or a person directed by the Court of competent jurisdiction.
Extra Premium	An additional amount payable by you, which is determined by us in accordance with our board approved underwriting policy. This is determined on the basis of information provided by you in the Proposal Form or on the basis of any other information submitted to us or through medical examination of the Life Assured subject to your consent.
Free Look Period	A period of 30 days from the date of receipt of the Rider Policy whether received electronically or otherwise.
Grace Period	A period of 30 (Thirty) days from the due date for payment of Premium (without any penalty or late fee) for yearly, half yearly and quarterly Premium payment mode and 15 (Fifteen) days for monthly Premium payment mode.
Illness/Sickness	Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Rider Policy Period and requires medical treatment.
Injury	Injury means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent, visible, and evident means which is verified and certified by a Medical Practitioner.
Installment Premium	An amount that you pay us during the Premium Paying Term at regular intervals for securing the benefits under this Rider Policy.
Insurance Act	Insurance Act, 1938 and as amended from time to time
Lapse	Lapse is the status of the Rider Policy when due premium is not paid within the grace period and the benefits under the Rider Policy will cease from the date of such unpaid premium.
Maturity date	The date on which Rider Policy term expires.
Medical Practitioner	Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license. The Medical practitioner should not be:- - the Policyholder/insured person(Life Assured) himself/herself; or - an authorized insurance intermediary (or related persons) involved with selling or servicing the insurance contract in question; or - employed by or under contractual engagement with the insurance company; or - related to the policyholder/insured person by blood or marriage.

Word	Meaning
Nominee	Nominee is the person nominated by the Life Assured under this Rider Policy who is authorized to receive the claim benefit payable under this Rider Policy and to give a valid discharge to the Company on settlement of the claim.
Rider Policy	The IndiaFirst Life Total and Permanent disability Rider which includes this Policy wording (as may be changed/ modified by us subject to receipt of prior approval of the Regulatory Authority, from time to time), the Proposal Form, Annexures, the Rider Policy Schedule, any tables, information, and documents which form a part of this Policy.
Rider Policy Anniversary	The annual anniversary of the Rider Policy Commencement Date.
Rider Policy Commencement Date	The date on which this Rider Policy is issued by us. This is specified in the Rider Policy Schedule.
Rider Policy Schedule	The schedule attached to this Rider Policy as Annexure A and if we have issued a revised Rider Policy Schedule, then, such revised Rider Policy Schedule.
Policy Year	A period of 12 (Twelve) consecutive months starting from the Policy Commencement Date and ending on the day immediately preceding its annual anniversary and each subsequent period of 12 (Twelve) consecutive months thereafter during the Policy Term.
Pre-Existing disease	Pre-Existing disease is defined as any condition, ailment or injury or disease: a. That is/are diagnosed by a Medical Practitioner within 36 months prior to the Rider Policy Commencement Date of the Rider Policy issued by the Insurer or its reinstatement/Revival, as the case may be; b. For which medical advice or treatment was recommended by, or received from, a Medical Practitioner within 36 months prior to the Rider Policy Commencement Date of the Rider Policy or the reinstatement/Revival, as the case may be.
Premium	An amount that you pay us either as Single Premium or as Regular/Limited Premiums for securing the benefits under this Rider Policy.
Premium Paying Term	The time period during which you need to pay your Premiums regularly to us for securing the benefits under this Rider Policy.
Proposal Form	The proposal form completed and submitted by you based on which we have issued this Rider Policy to you.
Rider Policy Risk Commencement Date	The date on which the insurance coverage starts under this Rider Policy. This is specified in the Rider Policy Schedule.
Regulatory Authority	The Insurance Regulatory and Development Authority of India or such other authority or authorities, as may be designated/ appointed under the applicable laws and regulations as having the authority to oversee and regulate life insurance business in India.
Revival	Revival of a policy means restoration of the policy, which was discontinued due to the non-payment of premium, by the insurer with all the benefits mentioned in the policy document, with or without rider benefits if any, upon the receipt of all the premiums due and other charges or late fee if any, during the revival period, as per the terms and conditions of the policy, upon being satisfied as to the continued insurability of the insured or policyholder on the basis of the information, documents and reports furnished by the policyholder, in accordance with Board approved underwriting policy.
Revival Period	The Revival period shall be same as the base policy to which the rider is attached during which you can pay the due unpaid premiums and comply with the conditions specified in Part D, as the case may be for reviving the Policy.
We or us or our or Insurer or Company	IndiaFirst Life Insurance Company Limited.
You or your or Policyholder or Proposer	The person named as the Policyholder in the Rider Policy Schedule, who has taken this Rider Policy from us.

PART C

1. Benefits under the Rider Policy

1.1. Rider Policy Benefit

Benefits payable are as below:

Total and Permanent Disability due to Accident and/or Sickness Benefit:

If the Life Assured suffers from Total and Permanent Disability as a result of an Accident and/or Sickness during the Rider Policy Term of this Rider Policy, the Life Assured would receive a lump sum benefit equal to 100% Rider Policy Sum Assured.

'Total and Permanent Disability' or 'TPD' means disablement, of the Life Assured, which meets one of the two definitions mentioned below:

TPD benefit can be claimed only once during the Rider Policy Term starting from the first year of Rider Policy.

In the event of death of the Life Assured within the above period, no benefits will be payable under this Rider Policy.

Total and Permanent Disability due to Sickness or/ and Accident caused solely by external, violent, unforeseeable, and visible means, occurring independent of any other cause, within 180 days of such trauma, proved to the satisfaction of the Insurer, subject to conditions for Total and Permanent Disability being met and acceptance of the claim by the Insurer.

The Insurer will have the right to evaluate the Life Assured to confirm Total and Permanent Disability.

Definition 1: Loss of use of limbs or visual loss

As a result of Injury or Sickness the Life Assured has suffered

- Loss of, or loss of the use of, both limbs; or
- Loss of the sight in both eyes (Total Blindness); or
- Loss of, or loss of the use of, one limb and the sight of one eye.

1. The loss of a limb means the physical separation of a limb, at or above the wrist or ankle level as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of a limb resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded. The loss of use of the particular limb must be certified by a relevant Medical Practitioner and medically documented for an uninterrupted period of at least 180 days

In case of physical severance of the hand at or above the wrist or foot at or above the ankle joint the 180 days deferment period shall not be applicable.

2. The total loss of vision in one eye means total, permanent and irreversible loss of all vision. Loss of vision means.

- i. corrected visual acuity being 3/60 or less in an eye; or
- ii. the field of vision being less than 10 degrees in an eye.

3. Loss of sight in both eyes – (Total Blindness)

I. Total, permanent and irreversible loss of all vision in both eyes as a result of Illness or Accident.

II. Total Blindness is evidenced by:

I. corrected visual acuity being 3/60 or less in both eyes; or

ii. the field of vision being less than 10 degrees in both eyes.

III. The diagnosis of Total Blindness must be confirmed and must not be correctable by aids or surgical procedure.

Definition 2: Loss of independent living

For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology. The Life Assured must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. Loss of independent living must be medically documented, by a Medical Practitioner, for an uninterrupted period of at least 180 days. The Life Assured is permanently unable to perform independently three or more of the following six activities of daily living:

The tasks are:

i. **Washing:** the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;

ii. **Dressing:** the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;

iii. **Transferring:** the ability to move from a bed to an upright chair or wheelchair and vice versa;

iv. **Mobility:** the ability to move indoors from room to room on level surfaces

v. **Toileting:** the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.

vi. **Feeding:** the ability to feed oneself once food has been prepared and made available

Proof of the same must be submitted to the Insurer while the Life Assured is alive and totally and permanently disabled. The relevant specialist Medical Practitioner and the Insurer's appointed Medical Practitioner, both must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends, or the Life Assured expects to retire.

The Insurer will have the right to evaluate the Life Assured to confirm Total and Permanent Disability.

1.2. Maturity benefit

No maturity benefit will be payable under this Rider Policy

1.3. Death benefit

No death Benefit will be payable under this Rider Policy

2. Surrender Benefit

The Rider Policy can be surrendered even without surrendering the Base Policy; however, the Exit Value shall be paid only in case of Limited Premium and Single Premium.

Rider Policy shall automatically get surrendered if the Base Policy is surrendered and Exit Value under the Rider Policy, if any shall be payable.

Exit Value is acquired after the payment of 1 full year's Premium.

- For Regular Premium: There is no Exit Value, and the Rider Policy will Lapse.

- For Single Premium: The Exit Value for Single Premium in respect of a Life Assured will be calculated as 50%* (Unexpired Coverage Term (in years)/Original Coverage Term (in years)) * Total Premiums Paid

- For Limited Premium: The Exit Value for Limited Premium in respect of a Life Assured will be calculated as 30%* (Unexpired Coverage Term (in years)/Original Coverage Term (in years)) * Total Premiums Paid.

PART D

3. Grace Period

You are provided a Grace Period of 15 days under monthly mode and 30 days for other Premium Payment Modes in case You miss your due Premium on the due dates. During Grace Period, this Rider Policy will be considered to be in-force.

In case of TPD during Grace Period, only due Premium before date of occurrence of TPD will be deducted from the TPD benefit.

4. Premium Payment

Regular Premiums can be paid to us by monthly/ quarterly/ half yearly/ yearly Premium Payment Mode, as selected by You for the Base Policy. The Premiums should be paid on or before the due dates to avoid any lapsation. You are provided a Grace Period of 15 days under monthly mode and 30 days for other Premium Payment Modes, in case you miss your due Premium on the due dates. Grace Period terms and conditions will be applicable under Regular/ Limited Premium payment options.

You should not pay the Premium through cash or bearer instrument to IndiaFirst Life insurance Advisors /Employees/ Insurance Agents. IndiaFirst Life Insurance Advisors/ Employees / Insurance Agents are not authorised to receive the Premium in cash or bearer instrument. Handing over cash or bearer instrument to any IndiaFirst Life Insurance Advisor / Employee/ Insurance Agents is solely at your own risk and the Company in no way be held responsible for any loss in this regard.

Insurance Premium cheques must be drawn only in favour of IndiaFirst Life Insurance Company Ltd. (Proposal No. for first Premium or Policy No. for renewal Premium should be written behind the cheque). Any Cheque payment made shall be deemed to be received by IndiaFirst Life Insurance only when the same has been received by any office of IndiaFirst Life Insurance and after an official receipt is issued by the Company.

5. Reviving your Lapsed Policy

For Single Premium Revival of Rider Policy is not Applicable

Regular Premium and Limited Premium, Rider Policies can be revived as per conditions consistent with the Base Policy.

If the Rider Policy is not revived within the allowed Revival Period, the Rider Policy will be terminated immediately, and any applicable Exit Value will be paid.

6. Free Look Period

You have a Free Look Period of 30 days from the date of receipt of the Rider Policy document whether received electronically or otherwise, to review the terms and conditions of the Rider Policy and in case You disagree to any of those terms or conditions, You shall have the option to return this Rider Policy to us for cancellation, stating the reasons for your objection therefor, provided no claim has been made under this Rider Policy. In such an event, irrespective of the reason for cancellation. You shall be entitled to a refund of the Premium paid subject only to a deduction of a proportionate Rider risk premium for the period of cover and the expenses incurred by us on medical examination of the life to be assured and stamp duty charges, if any. Such a request received by us for free look cancellation of this Rider Policy shall be processed and the Premium shall be refunded within 7 days of receipt of the request, subject to applicable deductions.

7. Loan

No Loan available under this Rider Policy.

PART E

8. Charges

There are no charges applicable under this Rider Policy.

PART F

9. Making a Claim

In order to process a claim under this Rider Policy, we will need a written intimation about the claim, upon happening of the event -Total and Permanent Disability of the Life Assured during the Rider Policy Term. This is the first step towards processing your claim. The written intimation should also be accompanied with all the required documents as mentioned below:

Documents required for Total and Permanent Disability due to Accident and/ or Illness (TPD).

1. Proof of Age of the Life Assured, if Age of the Life Assured has not been admitted by us.
2. Claimant's statement and claim intimation report for Disability completely filled and signed by claimant/nominee.
3. Clear readable copy of Driving License of the Life Assured in case the Life Assured was driving.
4. Disability Certificate issued by Attending Neuro physician/ Surgeon/Civil Surgeon etc., providing the detail of the Physical Severance and its Nature (Permanent/Temporary).
5. First Information Report, Panchnama and Inquest report, duly attested by the police.
6. All Hospitalization documents including discharge summary, Admission Notes and all investigation reports.
7. In case of Total and Permanent Disability due to Accident, copy of First Information Report & inquest report duly attested by police officials,
8. Life Assured's photo along with self-attested copy of current address proof & photo ID proof
Self-attested Copy of bank passbook or cancelled cheque A/c number and IFSC code available on the same.

Claims can be intimated through.

Courier – Intimation with supporting documents can be sent to claims department at head office by courier to the below address.

Claims Department, IndiaFirst Life Insurance Company Ltd, 12th Floor, North {C} wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai – 400063

Email – Intimation with supporting documents can be sent to claims.support@indiafirstlife.com

Website - Visit IndiaFirst website for online claim intimation at <https://www.indiafirstlife.com/claims/register-claim-online> and follow few simple steps to complete the claim intimation.

WhatsApp – Say Hi on +91 22 6274 9898 and follow few simple steps to complete the claim intimation

10. Exclusions

A. Exclusions under Total and Permanent Disability due to Accident and/ or Illness.

The Life Assured will not be entitled to any benefits directly or indirectly due to or caused, occasioned, accelerated, or aggravated by any of the following:

1. Suicide or attempted suicide or self-inflicted injury.
2. **Pre-Existing disease:** Pre-Existing disease is defined as any condition, ailment, injury or disease:-

a. That is/are diagnosed by a Medical Practitioner within 36 months prior to the Rider Policy Commencement Date of the Rider Policy issued by the Insurer or its reinstatement/Revival, as the case may be or,

b. For which medical advice or treatment was recommended by, or received from, a Medical Practitioner within 36 months prior to the Rider Policy Commencement Date of the Rider Policy issued by the Insurer or its reinstatement/Revival, as the case may be

This exclusion will not be applicable to conditions, ailments or Injuries or related condition(s) which are underwritten and accepted by Insurer at inception or at reinstatement.

After completion of 36 months from date of issuance or reinstatement, as the case may be, Pre-existing disease exclusion clause will not be applicable.

3. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered Medical Practitioner.

4. War, invasion, act of foreign enemy, hostilities, terrorism, civil war, mutiny, rebellion, revolution, insurrection, military, or usurped power or taking part in any riot, strikes, industrial disputes or civil commotion. War means any war whether declared or not.

5. Taking part in any naval, military or air force operation during peace time.

6. Participation by the Life Assured in any flying activity, except as a bona fide, fare-paying passenger, of a recognized airline or Pilots and Cabin Crew of a commercial airline.

7. Taking part in any act of a criminal or illegal nature with criminal intent or committing any breach of law.

8. Participation in any hazardous sport or activity including, but not limited to, underwater activities involving the aid of breathing apparatus, flying sports of any kind, any activity involving explosives, driving or riding in any kind of race, bungee jumping, mountain climbing or climbing requiring the use of ropes or guides, rock climbing any activity performed at dangerous heights like sky diving, cliff diving, bungee jumping, paragliding, hand gliding and parachuting, potholing, hunting.

9. Any external congenital anomaly.

a. Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure, or position.

b. External Congenital Anomaly which is in the visible and accessible parts of the body.

10. Nuclear Contamination; Accident or treatment taken due to direct or indirect contamination caused by chemicals, radioactivity, or nuclear material.

11. Poison, gas, or fumes (voluntary or involuntarily, accidentally, or otherwise taken, administered, absorbed, or inhaled).

12. Service in the armed forces, or any police organization, of any country at war or service in any force of an international body.

11. Waiting Period

A Waiting Period of 90 days is applicable from the Rider Policy Risk Commencement Date or date of Revival or reinstatement of this Rider Policy, whichever is later.

The Life Assured will not be entitled to any benefits if the Total and Permanent Disability occurs within the Waiting Period and will receive 100% of total Premium paid till the date of TPD, provided the Rider Policy is in-force.

12. Nomination shall be governed as per section 39 of the Insurance Act, 1938 as amended from time to time

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure-C for reference]

13. Assignment shall be governed as per section 38 of the Insurance Act, 1938 as amended from time to time

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed as Annexure-C for reference]

14. Rider Benefit Ceases/ Ends/ Terminates

The rider policy benefit will terminate on the happening of the earliest of any of the following:

- On the date of acceptance of free look cancellation request; or
- On payment of Rider Policy Sum Assured against a valid claim; or
- On payment of the Exit Value under Limited/Single Premium; or
- On Death of Life Assured; or
- On the date of intimation of repudiation of claim; or
- On the expiry of Rider Policy Term for Policyholder; or
- On the maturity of the Base Policy or the date on which the Base Policy is surrendered/ terminated or cancelled for any reason by Policyholder; or
- On receipt of request for termination of this Rider Policy as Policyholder will have an option to terminate the Rider Policy at any Rider Policy Anniversary; or
- On expiry of Revival Period under Limited and Regular Premium; or
- On cancellation/termination of this Rider Policy on grounds of misrepresentation, fraud or non-disclosure as per section 45 of Insurance Act (1938) as amended from time to time.

15. Change of Address

You are required to inform us in writing, about any change in your/ Nominee's address with address proof. This will ensure that our correspondence reaches You/ the Nominee without any delay. We will not be liable on account of your failure to up-date your current address in our records or registering an address with us which is incorrect.

16. Fraud and Misstatement

The Company shall deal with fraud and misstatement in accordance with provisions of Section 45 of the Insurance Act, 1938, as amended from time to time, which provisions are reproduced below.

The Age of the Life Assured is derived basis the declaration in the Proposal Form. Due to misstatement of Age if You have paid less Premium(s) than what was payable for the correct Age, We will charge and You the difference in Premium since

the Policy Commencement Date without interest or deduct the same from the policy benefit payable. If the date of birth of the Life Assured has been misstated resulting in higher Premium(s) paid by You than what was payable for the correct Age, We will refund the excess Premiums without any interest. If at the correct Age, the Life Assured was not insurable according to our requirements, We reserve the right to refund the Premiums paid till date post deduction of any relevant cost, expenses or charges as applicable and terminate the Policy in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time.

17. Disclosures

Section 45 of Insurance Act, 1938 as amended from time to time shall apply to this Rider Policy.

[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed as Annexure-C for reference]

18. Right to Revise/ Delete/ Alter the Terms and Conditions of this Policy

We may revise, delete and/ or alter any of the terms and conditions of this Rider Policy, by sending a prior written notice of 30 (Thirty) days, subject to receipt of prior approval of the Regulatory Authority.

19. Governing Law and Jurisdiction

All claims, disputes or differences under this Rider Policy will be governed by Indian laws and shall be subject to the jurisdiction of Indian Courts.

20. Turn Around Time for various servicing request and claims processing are as mentioned below:

Policy Servicing TAT's	
Full Surrender	7 Days
Freelook Cancellation	7 Days
Request for Refund of Proposal Deposit	15 days
Refund of outstanding Proposal deposit	30 days
Disability Claims	
Raising claim requirements after lodging the Disability claim	15 Days
Disability claim decision without investigation requirement after receipt of last necessary document	15 Days
Disability claim decision with Investigation requirement.	45 Days

21. Issue of duplicate Rider Policy Document

If the Rider Policy Document is lost or destroyed, then, the Policyholder can submit to us the filled in 'Indemnity Bond for Loss of Rider Policy Document' form, which is available on our website.

We will issue a duplicate Rider Policy Document duly endorsed to show that it is being issued following the loss or destruction of the original Rider Policy Document.

The Company will not charge any additional fee for the issuance of duplicate Policy Document. Currently, only Stamp Duty fee (as applicable for the applicable State/Union-Territory) is being charged.

Upon the issue Rider duplicate Policy Document, the original Rider Policy Document will cease to have any legal effect.

PART G

22. Policy Servicing and Grievance Handling Mechanism

You may contact us in case of any grievance at any of our branches or at Customer Care, IndiaFirst Life Insurance Company Ltd, 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai - 400 063, Contact No.: 1800 209 8700, Email id: customer.first@indiafirstlife.com.

- a. An acknowledgment to all such grievances received will be sent Immediately from date of receipt of the grievance.
- b. A written communication giving reasons of either redressing or rejecting the grievance will be sent to you within 14 day from the date of receipt of the grievance. In case We don't receive a revert from You within 8 weeks from the date of registration of grievance, then we will treat the complaint as closed.
- c. However, if You are not satisfied with our resolution provided or have not received any response within 14 days, then, You may approach our Grievance Officer at the nearest IndiaFirst Life Insurance's branch or You may write to our Grievance Redressal Officer at grievance.redressal@indiafirstlife.com.
- d. If You are not satisfied with the resolution or have not received a response from us within 14 days, then You can contact the insurance ombudsman. For the list of ombudsman office please refer Annexure B
- e. Further, 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@irdai.gov.in

You can also register your complaint online at
<https://bimabharosa.irdai.gov.in/>

Address for communication for complaints by fax/paper:
Policyholder Protection & Grievance Redressal Department (PPGR),

Insurance Regulatory and Development Authority of India,
Sy. No. 115/1, Financial District, Nanakramguda

Gachibowli, Hyderabad- 500032, Telangana

IRDAI TOLL FREE NO: 18004254732

23. Insurance Ombudsman

In case You are dissatisfied with the decision/resolution of the Company, You may approach the Insurance Ombudsman located nearest to You (please refer to Annexure B - List of Ombudsmen or visit our website www.indiafirstlife.com) if your grievance pertains to:

- Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority Act, 1999.
- any partial or total repudiation of claims by the life insurer, general insurer or health insurer;
- disputes over premium paid or payable in terms of insurance policy.
- misrepresentation of policy terms and conditions at any time in the policy document or policy contract.

- legal construction of insurance policies in so far as the dispute relates to claim;
- policy servicing related grievances against insurers and their agents and intermediaries;
- 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;
- non issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and

any other matter resulting from the violation of provisions of the Insurance Act, 1938 as amended from time to time or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned above.

The complaint should be made in writing and the same should be duly signed by the complainant or by his legal heirs, nominee or assignee with full details of the complaint and the contact information of the complainant.

As per provision 14 of the Insurance Ombudsman Rules, 2017,

the complaint to the Ombudsman can be made by you or the complainant, within a period of 1 (One) year from the date of rejection of the grievance by Us or after receipt of decision which is not to your satisfaction or after expiry of one month from the date of sending representation to Us if We fail to furnish reply to You provided the same dispute is not already decided by or pending before or disposed of by any court or consumer forum or arbitrator.

All grievances arising out of or in relation to claims/issues arising out this agreement shall only be raised via the grievance redressal mechanism available on the website of the Company and / or agreed in this Agreement. It is clarified that no grievances shall be entertained in case the same are addressed to the personal email ids of the CEO/board of directors of the company. Rather any such unwarranted emails would be classified as spam and the Company may take appropriate legal actions against such acts of spamming

Disclaimers

Applicable taxes levied as per extant tax laws shall be deducted from the premium or from the allotted units as applicable. Taxes are subject to change from time to time.

IndiaFirst Life Insurance Company Limited, IRDAI Regn No.143, CIN: U66010MH2008PLC183679, Address: 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai - 400 063. www.indiafirstlife.com, SMS <LIFE> to 5667735 SMS Charges apply. Toll free No - 1800 209 8700. Trade logo displayed above belongs to our promoter M/s Bank of Baroda and is used by IndiaFirst Life Insurance Co. Ltd under License

Annexure B - List of Ombudsman

Office of the Insurance Ombudsman - Ahmedabad Jeevan Prakash Building , 06th Floor, Tilak Marg, Relief Road, AHMEDABAD- 380001 Tel. 079- 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in Area of Jurisdiction - Gujarat, Dadra & Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman – Bhopal Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL – 462 003.Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in Area of Jurisdiction - Madhya Pradesh & Chhattisgarh
Office of the Insurance Ombudsman - Bhubaneswar 62, Forest Park, BHUBNESHWAR – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in Area of Jurisdiction - Odisha	Office of the Insurance Ombudsman – Chandigarh S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, CHANDIGARH – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in Area of Jurisdiction - Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
Office of the Insurance Ombudsman - Chennai Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in Area of Jurisdiction - Tamil Nadu, -Pondicherry Town and Karaikal (which are part of Pondicherry)	Office of the Insurance Ombudsman – New Delhi 2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI – 110 002. Tel.: 011 - 23239633 / 23237532 Email: bimalokpal.delhi@cioins.co.in Area of Jurisdiction – Delhi
Office of the Insurance Ombudsman - Guwahati Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, GUWAHATI – 781001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Email: bimalokpal.guwahati@cioins.co.in Area of Jurisdiction - Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman – Hyderabad 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD - 500 004. Tel.: 040 - 65504123 / 23312122 Email: bimalokpal.hyderabad@cioins.co.in Area of Jurisdiction - Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
Office of the Insurance Ombudsman - Ernakulam 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in Area of Jurisdiction - Kerala, Lakshadweep, Mahe – a part of Pondicherry	Office of the Insurance Ombudsman – Kolkata Hindustan Bldg. Annex, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in Area of Jurisdiction - West Bengal, Sikkim, Andaman & Nicobar Islands
Office of the Insurance Ombudsman - Lucknow 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in Area of Jurisdiction - Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	Office of the Insurance Ombudsman – Noida Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, UTTAR PRADESH (U.P.) - 201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in Area of Jurisdiction - State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur

Office of the Insurance Ombudsman - Jaipur Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, JAIPUR - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in Area of Jurisdiction - Rajasthan	Office of the Insurance Ombudsman - Pune Jeevan Darshan Bldg., 3rd Floor, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, PUNE - 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in Area of Jurisdiction - Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region
Office of the Insurance Ombudsman - Bengaluru Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, BENGALURU - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in Area of Jurisdiction - Karnataka	Office of the Insurance Ombudsman - Mumbai 3rd Floor, Jeevan Seva Annex, S. V. Road, Santacruz (W), MUMBAI - 400 054. Tel.: 022 - 26106552 / 26106960 Email: bimalokpal.mumbai@cioins.co.in Area of Jurisdiction - Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
Office of the Insurance Ombudsman - Patna 2nd Floor, Lalit Bhawan, Bailey Road PATNA - 800001 Tel No: 0612-2547068 Email id : bimalokpal.patna@cioins.co.in. Area of Jurisdiction - Bihar, Jharkhand	

Annexure C

1. Section 39 – Nomination of Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

- 1) 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.
- 2) 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.
- 3) Nomination can be made at any time before the maturity of the policy.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 8) 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.
- 9) 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 insurers 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 commencement of Insurance Laws (Amendment) Act, 2015 (i.e. 23.03.2015).
- 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 Insurance Laws (Amendment) Act, 2015, 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 of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

2. Section 38 - Assignment or Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

- (1) This policy may be transferred/assigned, wholly or in part, with or without consideration.

- (2) An Assignment may be affected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- (3) 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.
- (4) The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- (5) The transfer or 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 thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
- (6) Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- (7) 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.
- (8) 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.
- (9) 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 of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

3. Section 45 - Policy shall not be called in question on the ground of misstatement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 are as follows:

1) No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy whichever is later

2) On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or

d. the date of rider to the policy whichever is later.

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

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

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

4) Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

5) No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

6) Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or

other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

7) In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

8) Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

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

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]



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