

SHRIRAM LIFE INSURANCE COMPANY LIMITED

SHRIRAM LIFE FLEXI SHIELD PLAN (UIN: 128N098V01)

(A Non-Linked Non-Participating Term Insurance Plan)

PART A: FORWARDING LETTER & POLICY SCHEDULE

Date: XX-XX-XXXX

Policy No	<u>Agency Details</u>	
Mr/Mrs/Ms	Agency Category	:
Address:	Agent Name	:
Landmark:	Agent Contact No.	:
Mobile No.:		

Dear Mr/Mrs/Miss

Thank you for choosing Shriram Life Insurance as your preferred Life Insurance Partner.

We are glad to inform you that your proposal has been accepted and the Shriram Life Flexi Shield Plan policy has been issued.

This policy document which is enclosed herewith, is an evidence of the insurance contract between Shriram Life Insurance Company Limited and you. Please preserve this document safely and also inform your nominee(s) about the same. We are also enclosing alongside a copy of your proposal form and other relevant documents submitted by you for your information and record keeping. Please read this document carefully and if you have any queries, please reach-out to us immediately.

As an added convenience for you, we offer easy-to-navigate E- services;

- ShriA - Service Assistant – CHATBOT (Say <Hi> on our WhatsApp no. 9015502000 to avail services)
- ShriMithra - Mobile app, available on Google Play store
- customercare@shrirlife.in - Service email id manned by dedicated and experienced customer service representatives
- Toll free Service helpline : 1800-3000-6116/1800-103-6116

We Care - Dedicated relationship manager to understand and provide solutions to the service needs through periodic outbound service calls

We value your relationship with us and look forward to serve you in the years ahead.

Yours sincerely,

Chief Operating Officer

A Non-Linked Non-Participating Term Insurance Plan

Shriram Life Insurance Company Limited (here in after called “the Company”), has received a Proposal Form, declaration and the First Premium from the Proposer / Life Assured as named in this Schedule. The said Proposal Form , declaration along with any statements, Reports or other document leading to the issue of this Policy and referred to therein having been accepted and agreed by the company and the Proposer / Life Assured as the basis of the contract of insurance, both parties to the assurance contract do hereby further accept and affirm that the Policy, in consideration of the subject to due receipt of subsequent premiums (if any), as set out in the Schedule with all its parts (Policy Document and Endorsements, if any) shall be subject to the terms and conditions as contained in this policy.

Policy Schedule

Divisional Office		Customer I.D		Plan UIN	
Agent Location		Policy Type	Own/Other's/HUF	Policy No:	
Agent(cy) Code		Premium Type	Limited/Regular	Plan Name	
Agent No:		Proposal No:			
Agency Category				Is Backdating Opted	Yes / No
Agent(cy) Name					

Proposer Details

Insurance Details

Name				Date of Commencement of Policy	
				Date of Commencement of Risk	
				Type of Premium (LP/RP)	
				Policy Term	
				Premium Payment Term	
D.O.B		Age (last Birthday)		Premium Payment frequency	S/Y/H/Q/M
Occupation		Gender		Premium Due Dates	
Relationship with Life Assured				Last Premium - Due Date	
				Maturity Date	
Life Assured Details				Premium Amount	
				Basic Sum Assured	
Name				Sum Assured on Death	
Occupation				Plan Option	
Gender				Sum Assured Variant:	Level\Increasing\Decreasing Cover If Applicable, ____%

				Retirement age (if applicable)		
				Life Goal Option (if applicable)	Yes\No	
D.O.B				Base Premium Amount (in Rs.)		
Age Admitted	Yes/No					
Age (last Birthday)				Rider	Sum Assured (Rs)	Premium (Rs)
Health Extra Details or continuous health insurance cover in India from any of the insurer without break	Yes / No	Other Extra's Period of Insurance: Start Date of Insurance Cover:	Yes / No			
				GST on Premium(in Rs.)		
				Total Instalment Premium(in Rs.)		

Name of the Nominee(s)	Age	Gender of the Nominee	Relationship with Life Assured	Percentage share %	Appointee Name (If the Nominee(s) is minor)	Gender of the Appointee	Relationship with Nominee(s)	Age
Name 1								
Name 2								

Note:

- All premiums and benefits as disclosed under this Insurance policy are payable in Indian Rupees.
- This schedule forms an integral part of the policy document and should be read in conjunction.
- GST or any other taxes or levies shall be applicable as per the laws of the country which may vary time to time.
- As a policyholder on examining the Policy document, if you notice any mistakes/errors, please return the policy bond to Company for correction.

SIGNED ON BEHALF OF THE COMPANY

Date:

Authorised Signatory

PART B: DEFINITIONS

1. Annualized premium: shall be the premium amount payable in a year excluding taxes, rider premium, underwriting extra premiums and loading for modal premiums.
2. Appointee: Appointee is a person who is a major and empowered to receive the death claim benefits under the policy for and on behalf of Nominee/s who is/are minors as on date of payment of such benefits.
3. Assignee: Assignee is the person to whom the rights and benefits are transferred by virtue of an Assignment.
4. Authority: means the Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999.
5. Basis point: A basis point is one-hundredth of a percentage point. One basis point equals 0.01%.
6. Beneficiary: Beneficiary means the person who is entitled to receive benefits under this Policy. The Beneficiary may be proposer or Life Assured or his Assignee or Nominees or proved Executors or Administrators or other Legal Representatives as the case may be.
7. Date of commencement of risk: The date from which the insurance cover under the policy starts.
8. Date of commencement of the policy: Date on which the policy commences.
9. Date of Maturity: Date of maturity means the date specified in the Schedule on which the Maturity Benefit shall become payable to the policyholder
10. Discharge Form: Discharge form is the form to be filled by policyholder / claimant to claim the maturity / surrender / death benefit under the policy.
11. Deferment period: A period of one year from the date of due premium during which the policyholder does not pay the premium on exercise of the auto shield option.
12. Fully Paid-up Policy: means policyholder has paid all contractual premiums and he/she does not have any obligation to pay any more premium in future under the policy
13. In-force policy: In-force policy means a policy in which all the due premiums have been paid and the premiums are not outstanding.
14. Lapsed/ Discontinued Policies: If the renewal premium is unpaid at the end of the grace period, and the policy has not attained a surrender value, the policy status will be changed to lapse and benefits are not payable.
15. Limited Premium Payment Policy: Limited premium payment policy is the policy where the premium payment period is limited compared to the policy term and are paid at regular intervals like yearly, half yearly etc.
16. Nomination: Nomination is the process of nominating a person or persons who is named as "Nominee(s)" in the proposal form or subsequently included / changed by an endorsement to receive policy benefits in case of a death claim. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time
17. Nominee: Nominee is the person/persons nominated by the life assured, only if he/she is the policyholder as well, to receive the death benefit herein upon his/her death
18. Policyholder: Person who has proposed to purchase the policy and pays the premium under the policy.
19. Premium paying term: Premium payment term means the period, in years, during which premium is payable.
20. Proposer: Person proposing insurance on own life or on the life of another person.
21. "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.
22. Surrender: means complete withdrawal or termination of the entire policy contract.
23. Surrender value: means an amount, if any, that becomes payable on surrender of a policy during its term, in accordance with the terms and conditions of the policy.

PART C: PRODUCT BENEFITS

1. The policy covers the risk of death and terminal illness if terminal illness occurs first. The benefits under various options are described hereunder.

PLAN OPTIONS and BENEFITS:

A. Shield: This is a pure term insurance variant.

Cover Options:

- a) Level Cover: The Sum Assured chosen remains constant throughout the policy term.
- b) Increasing Cover: The Sum Assured will increase each year at a simple rate of either 5% or 10% per annum, as chosen by the policyholder at the time proposal. This annual increase will continue until the earlier occurrence of the following:
 - 1) The life assured reaches the age of 50 years, or
 - 2) The Sum Assured doubles the original Sum Assured.

Once either of these limits is reached, the Sum Assured will remain fixed and stay in effect until the end of the policy term or until the Special Exit option is exercised, whichever comes first.

- c) Decreasing Cover: The Sum Assured reduces by either 25% or 50%, depending on the option selected at inception. This reduction begins at the chosen Retirement Age, which can be 50, 55, 60, 65, 70 or 75 years. Once reduced, the Sum Assured remains fixed and continues until the end of the policy term or until the Special Exit option is exercised, whichever occurs first.

B. Cash Back Shield

This variant provides life cover along with return of all the premiums paid during the term of the policy excluding any extra, rider premium and taxes at the end of the policy term if the life assured survives at end of the of the policy term.

C. Life Stage Shield

In this variant:

The Basic Sum Assured increases annually at a simple rate of 10% per annum till the earlier of the following:

- 1) The life assured reaches the age of 50 years, or
- 2) The Sum Assured doubles the original Sum Assured.

Once either of these limits is reached, the Sum Assured remains fixed until the retirement age.

From the retirement age 60, the increased Sum Assured reduces by 50%.

Once reduced, the Sum Assured remains fixed and continues until the end of the policy term or until the Special Exit option is exercised, whichever occurs first.

D. Smart Shield

In this variant:

The initial Life Cover (X) is combined with an in-built Accidental Death Benefit (ADB) of 3 times the Life Cover (3X).

This combined coverage (X Life + 3X Accidental) will continue for 3 years or until the life assured attains age 50, whichever is later.

After this period, the Life Cover will automatically increase to 4X, and there will be no additional Accidental Benefit for the remaining term.

2. Death Benefit:

In the unfortunate event of the life assured's passing during the policy term—provided the policy is in force—the nominee or beneficiary as applicable will receive the Death Benefit.

If terminal illness of the life assured happens first, 50% of the b sum assured* shall be paid to the life assured and the policy shall continue without payment of further premiums till the life assured dies or the end of policy term whichever is earlier. On death of the life assured during the balance policy term, the Death Benefit after deducting the benefit already paid shall be paid.

*Where Sum Assured is the absolute amount on the date of diagnosis.

The Death Benefit payable is determined as below:

For Shield, Life Stage Shield and Cash Back Shield options:

“Death Benefit” is defined as the highest of:

- 10 times of Annualized Premium; or
- Sum assured on Death

For Smart Shield Option:

During the Initial Period (first 3 policy years or until the life assured attains age 50, whichever is later):

In the case of death other than accident, the “Death Benefit” is defined as the highest of:

- 10times of Annualized Premium; or
- 25% of Basic Sum assured

In the case of death due to an accident, the “Death Benefit” is defined as the highest of:

- 10times of Annualized Premium; or
- 100% of Basic Sum assured

After Initial Period (after completion of 3 years or after age 50, whichever is later):

In the case of death, the “Death Benefit” is defined as the highest of:

- 10times of Annualized Premium; or
- 100% of Basic Sum assured

However, the death benefit shall be at least 105% of total premiums paid up to the date of death.

Where,

“Sum assured on death” means an absolute amount of benefit which is guaranteed to become payable on death of the life assured in accordance with the terms and conditions of the policy.

“Annualized premium” shall be the premium amount payable in a year excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums.

“Total premiums paid” means total of all the premiums paid under the base product, excluding any extra premium and taxes, if collected explicitly.

“Basic Sum Assured” is the sum assured chosen by the policy holder at inception of the policy.

3. Maturity Benefit:

For Cash Back Shield option: In case of survival of the life assured till the end of the policy term, all the premiums paid during the term of the policy excluding any extra, rider premium and taxes will be returned.

For all other Options: No maturity benefit will be paid.

4. Surrender Benefit:

For Options other than Cash Back Shield Option:

Your policy cancellation value gets acquired upon payment of Premiums for at least one full year and after completion of first policy year in case of LP. In all other cases, the Policy lapses on Premium discontinuance without any value.

Policy Cancellation Value (if acquired) shall be payable:

- Upon death of the Life Assured during revival period, or
- At the end of the Revival Period if the Policy is not revived

The amount payable will be as below:

$PCV \text{ Factor} \times (LP \text{ premium less Corresponding RP premium}) \times \text{Unexpired Policy Term} \div \text{Original Policy Term}$

Unexpired Policy Term shall be calculated on the earlier of date of Surrender and the date till which Premiums have been paid.

Where, PCV Factor is as follows:

Policy Year	PCV Factor
During PPT or if all due Premiums have not been paid	30%
Post PPT if all due Premiums have been paid	50%

For Cash Back Shield Option:

You have an option to surrender the policy after first full year's premium has been paid and completion of the first policy year. The company will pay the higher of GSV or SSV as surrender value.

a. Guaranteed Surrender Value (GSV):

The policy acquires guaranteed surrender value provided premiums for at least two full years have been paid.

GSV is expressed, as a percentage of total premiums paid (i.e. total of all premiums paid under the base product, excluding any extra premium and taxes, if collected explicitly) is available under this policy.

For guaranteed surrender value factors, please refer to our website - <https://www.shriramlife.com>.

b. Special Surrender Value (SSV)

The policy is eligible for non-guaranteed special surrender value (SSV). The Special Surrender Value is expressed as a percentage of paid up Maturity Benefit.

Where Paid-up maturity benefit is Total Premiums paid”.

SSV is applicable during the policy term only.

No fee will be charged towards processing of surrenders.

The SSV shall be reviewed annually.

5. Paid up Benefits:

No paid up benefit will be paid for policy options of Shield, Life Stage Shield and Smart Shield.

For Cash back Shield Option:

If the premium due remains unpaid at the expiry of grace period after the first one years' premium have been paid, the policy will not lapse but will continue as a reduced paid up policy.

The death and maturity benefits payable under a paid up policy are as mentioned below:-

Death Benefit:

In case of the death of the life assured, provided the policy is paid up, “Paid up Death Sum Assured” will be paid to the nominee(s) or beneficiary (ies)

Where Paid up Death Sum Assured = (Total premiums paid/Total premiums payable) x Death Sum Assured

Maturity Benefit:

In case of survival of the life assured up to the end of the policy term, provided the policy is paid up, “Paid up Maturity Benefit” will be paid on the date of maturity

Where

“Paid up Maturity Benefit” is equal to Total premiums paid

6. Rider Benefits: The following optional riders (or amended versions of this) shall be available on payment of additional premium:

1. Accident Benefit Rider
2. Family Income Benefit Rider
3. Shriram Critical Illness Plus Rider
4. Shriram Life Critical Illness Woman Rider

If the policyholder chosen any rider along with this policy, please refer rider endorsement attached herewith.

7. Terminal Illness Benefit:

This is an inbuilt accelerated Terminal Illness (TI) Benefit, which provides financial support in the event that the life assured is diagnosed with a terminal illness.

If a Terminal Illness claim is made, 50% of the Sum Assured* will be paid as a lump sum to the policyholder/beneficiary.

All future premiums under the policy shall be waived from the date of diagnosis to the date of maturity.

In case of death of the life assured the TI benefit has already been made under the "Terminal Illness benefit", the Death Benefit will be reduced by the amount already paid under this terminal illness claim.

The policy will continue in force for the residual Death Benefit.

*Where Sum Assured is the absolute amount on the date of diagnosis.

Definitions of Terminal Illness: Terminal Illness is defined as an advanced or rapidly progressing incurable and un-correctable medical condition which, in the opinion of two independent Medical Practitioners specializing in treatment of such illness, has greater than 50% chance of death of the Life Assured within six months of the date of diagnosis of illness.

Post diagnosis of terminal illness of the life insured, the policyholder cannot opt for below options

- Special Exit option
- Life Goal

8. Definition of Accidental Death

Death due to an accident where accident is defined as that which is sudden, unforeseen and involuntary event caused by external, visible and violent means. Accidental injuries, solely, directly and independently of all other causes resulting in death of the life assured within 180 days from the date of occurrence of accident, shall be considered as death due to accident.

9. Grace period and Lapse

A grace period of 30 days is allowed for payment of due premium for non-monthly modes and 15 days for monthly mode. If the death of the life assured occurs within the grace period but before the payment of premium then due, the life cover will be available and the death benefit shall be paid after deducting the unpaid premium till date of death. Life cover is active during the grace period and the death benefit is payable should the death occur during this period. If the renewal premiums are not paid before the end of grace period, if the premium remains unpaid at the expiry of the Grace Period, the policy will lapse provided the policy doesn't acquire the paid up value. If the policy has acquired the paid up value, the policy will not lapse but will continue with the reduced paid up benefits.

10. Exclusions

Exclusions applicable for Accidental Death Benefit

The life assured will not be entitled to any accidental death benefits directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following:

- Suicide or self-inflicted injury, whether the life assured is medically sane or insane.
- War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- Taking part in any naval, military or air force operation during peace time.
- Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent.

- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotics, medicine, sedative, poison or psychotropic substances, unless taken in accordance with the lawful directions and prescription of a medical practitioner.
- Inhaling any gas or fumes, accidentally or otherwise, except accidentally in the course of duty. The intent under this exclusion is to exclude accidental gas/fumes leak incidents which could lead to exposing the population to such toxic gas/fumes and lead to deaths (like Bhopal Gas Tragedy). However, if the incidence happens as part of the life assured's job then the claim is payable.
- Participation in aviation other than as a fare-paying passenger in an aircraft that is authorised by the relevant regulations to carry such passengers between established aerodromes.
- Taking part in professional sport(s) or any adventurous pursuits or hobbies. "Adventurous Pursuits or Hobbies" includes any kind of racing (other than on foot or swimming), potholing, rock climbing (except on man-made walls), hunting, mountaineering or climbing requiring the use of ropes or guides, any underwater activities involving the use of underwater breathing apparatus including deep sea diving, sky diving, cliff diving, bungee jumping, paragliding, hand gliding and parachuting.
- Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature

At the point of sale if any condition is noticed which shall lead to exclusion, the Accident Benefit shall not be offered.

Exclusions applicable for Inbuilt Terminal Illness Benefit:

The life assured will not be entitled to any Terminal Illness benefits if it is caused directly or indirectly due to or occasioned, accelerated or aggravated by any of the following:

- Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS)
- Intentional self-inflicted injury, attempted suicide while sane or insane in the first year from the Date of Commencement of Risk or revival of policy.

In case a Terminal Illness claim is not payable due to the above exclusions, the Policy will continue with other benefits.

11. Additional Optional Features:

a. Life Goal

This is an optional feature that can be selected at policy inception across the plan variants. It allows the policyholder to receive additional cover during important life events. This option must be selected at the time of buying the policy and cannot be changed later.

Eligible Plan Combinations for Life Goal Benefit

Shield– Level Cover

Life Goal Benefit Not Applicable For

- Shield options with Increasing or Decreasing Cover
- Cash Back Shield Option

- Life Stage Shield Option
- Smart Shield Option

Triggers for Additional Life Cover

Policyholders can opt to enhance their Basic Sum Assured (SA) on the occurrence of any of the life stage events listed below, subject to Board Approved Underwriting Policy, and submission of a request within 180 days of the event.

Event	Additional Cover Amount
Marriage	Maximum of 50% of Basic Sum assured subject to a maximum of ₹50 lakhs
First Childbirth	Maximum of 25% of Basic Sum assured subject to a maximum of ₹25 lakhs
Second Childbirth	Maximum of 25% of Basic Sum assured subject to a maximum of ₹25 lakhs
Home Loan	Maximum of 25% of Basic Sum assured subject to a maximum of ₹50 lakhs
Education Loan	Maximum of 25% of Basic Sum assured subject to a maximum of ₹25 lakhs
Death of Spouse (Applicable for female life)	Maximum of 50% of Basic Sum assured subject to a maximum of ₹50 lakhs

This option is available only under the following conditions:

1. The Life Stage Upgrade Option must be selected at policy inception.
2. It is applicable only with the Shield Option, subject to Board approved underwriting policy.
3. The Life Assured must be below 45 years of age at the time of the life event.
4. Female life policy holder can exercise Death of Spouse option only after 6 months and within 2 years of the spouse's death.
5. Death of spouse event can be exercised up to a maximum attained age of 50 years.
6. The Life Assured must have been underwritten as a standard life at policy inception.
7. An additional premium will apply for the increased Sum Assured.
8. The premium for the increased cover will be determined based on the original premium table at inception, considering the age at the time of exercising the option and the remaining policy term.
9. The premium rate tables applicable for the increase will be those in effect at policy inception.
10. This option cannot be exercised if any claim has been made under the policy.
11. If opted for this option, then Auto Shield benefit will not be allowed
12. If a rider benefit has been paid, this option will not be available.
13. Process & Conditions for Exercising the Upgrade Option:
14. Requests for a Sum Assured increase must be submitted within 180 days of the life event.
15. Once opted, this feature remains fixed for the policy term; however, the policyholder may choose to stop exercising future upgrades.

16. Multiple life stage upgrades are permitted, but the total increase cannot exceed 100% of the original Sum Assured.
 - All requests must be made in writing and accompanied by valid documentation.
 - The upgrade option becomes exercisable from the 1st policy anniversary onwards.
 - In the case of the birth of twins or triplets, only two events can be counted for life stage increases. Both child-related upgrades may be exercised together with appropriate proof.
 -
17. The policy must be in-force at the time of requesting an upgrade.
18. The increase in Sum Assured and premium will apply prospectively from the next policy anniversary following approval.
19. Documentation Requirements:
Certified or self-attested copies of valid documents must be submitted along with the request for an increase in the Sum Assured.

b. Auto Shield:

Under this feature, the policyholder may defer the payment of premiums for up to 12 consecutive policy months from the premium due date while maintaining full risk cover under the base plan and any attached riders, if applicable.

There is no additional premium or interest levied for availing this option.

During the deferment period, the policy will remain in-force, and all benefits under the policy, including riders, will continue to be applicable in line with the Grace Period provisions.

In the event of a claim during the deferment period, the Sum Assured will be paid after deduction of any unpaid premiums due at the time of the claim.

The following conditions are applicable for availing this option:

1. Available across all premium payment terms (Regular and Limited Pay).
2. This option can be exercised only after payment of 5 full policy years' premiums.
3. A maximum of 12 months of premium payments may be deferred in a single instance. This equates to:
 - 1 annual premium,
 - 2 half-yearly premiums,
 - 4 quarterly premiums,
 - 12 monthly premiums
4. The Premium Deferment Option can be availed multiple times during the policy term, with a minimum gap of 5 policy years between two deferment periods.
5. No interest will be levied on premiums deferred during the deferment period.
6. At the end of the deferment period, the policyholder must pay the entire outstanding premium amount, which includes: The premium(s) deferred, and the next due premium.
7. Example: If the deferment is availed in the 5th policy year (5th premium has already been paid), both the 6th and 7th year premiums must be paid together.

8. If the total outstanding premiums are not paid within 30 days (or 15 days for monthly mode) of the start of the next policy year following the deferment period, the policy and riders (if any) shall lapse, and no further benefits will be payable.
9. The Company reserves the right to recover unpaid premiums from any amounts or benefits payable under the policy or rider(s).
10. This option cannot be availed in the last year of premium paying term.
11. This option can be exercised starting from the next premium due date, regardless of the policy anniversary.
12. Example: A policyholder paying monthly premiums may defer the next 12 monthly payments after having paid 12 on-time premiums.
13. The policyholder must provide prior written intimation 30 days in advance before exercising the deferment.
14. If a premium remains unpaid and no intimation is received, the policy will be treated as per standard terms and conditions following the grace period.
15. If the policy is surrendered, if eligible, during the deferment period, any unpaid premiums will be deducted from the surrender value.
16. If the Special Exit Option is exercised during the deferment period, unpaid premiums will be deducted from the exit value.
17. Company's Right to Request Additional Information: The Company may request additional documentation or clarification during or after the deferment period if necessary for processing future claims or benefit requests.

c. Special Exit:

1. Option to exit from the policy before its maturity and get back all the premiums paid, if all premiums due under the policy are paid up-to-date.
2. This option is applicable for all options
3. This option can be exercised in any policy year greater than 25 but not during the last 5 policy years, provided the age of the life assured is 60 years or more at the time of exercise.
4. The Policy is in-force at the time of exercising this option.
5. No claim for any of the underlying benefits has been registered and is under evaluation/ or accepted/ or paid/ being paid on the Policy.
6. The Policy shall terminate on payment of this benefit (if exercised) and all rights, benefits and interests under this Policy will stand extinguished.

d. Instant Claim Pay-out on claim intimation:

In the event of the death of the Life Assured, and provided the policy is in force and the waiting period of 3 policy year(s) from the date of policy inception or last revival has been completed, the Company will offer an instant payout of 5% of death benefit subject to a cap of Rs 2 lakhs.

This accelerated benefit will be paid within 1 working day from the date of claim registration, subject to satisfactory submission and validation of the required documents related to the death claim.

The balance of the death benefit, if applicable, will be payable after completion of the claim assessment and investigation process.

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Note: In the event that the subsequent claim investigation reveals that the death benefit (including the Instant Death Benefit) is not payable due to any reason—such as misrepresentation, non-disclosure, or policy exclusions—the Company reserves the right to recover the amount already disbursed under this feature.

1. This benefit is available only if the policy is in-force at the time of the life assured's death.
2. The benefit is not payable in case of death occurring within the first 3 policy year(s) from the date of policy inception or revival, whichever is later.
3. Upon receipt of valid death intimation and required initial documents, an instant payout of 5% of life cover amount (SA) subject to a cap of Rs 2 lakhs will be made as an advance against the total Death Benefit. The remaining Death Benefit shall be paid at the time of final claim settlement, upon completion of the assessment process.
4. If the policy is under the Auto Shield period at the time of death, the Company will deduct any due premiums or applicable charges from the accelerated payout amount.
5. Documents required for initiating the instant payment will be specified by the Company at the time of claim registration.
6. On assessment of documents submitted during claim assessment, additional documents may be sought by the company.
7. In the event of claim rejection or repudiation, the Company reserves the right to recover the amount paid under this feature. The claimant must return the said amount to the Company within 7 days from the date of receiving a recovery notice.
8. The instant payment is an accelerated portion of the overall Death Benefit, and does not constitute acceptance of the full claim. Final claim approval will be subject to completion of all required investigations and assessments.
9. The decision of the Company regarding claim admissibility shall be final and binding on the claimant.
10. In case the claimant fails to refund the disbursed amount within the stipulated time, the Company reserves the right to initiate appropriate recovery proceedings, including legal recourse, if required.

e. Staggered Death Benefit (chosen by nominee post life assured death)

Staggered Death benefit - will have an option to receive the death benefit as Income monthly or annually for the period of 5 or 10 years as opted. Alternatively, the nominee can choose to receive a portion of the death benefit as a lump sum, with the remaining amount paid in instalments.

The following monthly factors are applicable for monthly settlements.

Settlement period in months	Monthly Instalment amount (Rs.) per 1000 SA	Settlement period in years	Yearly Instalment amount (Rs.) per 1000 SA
60	19.59	5	227.94
120	11.44	10	133.06

- f. **Auto Debit Booster (NACH Discount):** Policyholders paying premiums through NACH mode of payment will be eligible to receive 1% of premium as the discount on all the premiums paid through NACH.

#Policyholders will not be eligible for this discount if premiums paid through non-NACH mode even after successful NACH registration due to any reason.

g. Payment of Premiums:

The premiums can be paid in the following premium payment frequencies.

- Yearly
- Half Yearly
- Quarterly
- Monthly

Where premiums are paid in other than yearly mode the annual premium rate will be multiplied by the appropriate modal factor as shown below.

Mode	Factor
Yearly	1
Half-yearly	0.5088
Quarterly	0.2566
Monthly	0.0861

PART D: NON-FORFEITURE BENEFITS & POLICY SERVICING

1. Revival of lapsed/paid-up policy

The lapsed policy can be revived within the revival period of five years from the date of first unpaid premium by paying all the outstanding premiums due with interest accruing till the date of payment of the due premiums along with other revival requirements including the declaration of good health, as per the Board approved underwriting policy of the company.

The revival interest rate is determined by annually and is applicable for all policy revivals during the period starting from 1st May to 30th April. The applicable rate for each said period shall be based on a margin of 1.5% added to the prevailing 10-year annualized G-Sec rate as on 31st March of the preceding financial year.

The interest rate derived as above shall be rounded down to the nearest 0.5%

No fee will be charged towards the processing of revivals.

No benefits are payable on a lapsed policy during the revival period. Once the policy is revived it is entitled to all the original benefits.

Any change on basis of determination of interest rate for revival will be done only after prior approval of the Authority.

If the policy is not revived before the end of revival period, the policy shall be terminated

- a. Without any value in case of regular premium policies
- b. By payment of policy cancellation value in case of limited premiums.

2. Loans:

Loans are not available under Shield, Life Stage Shield and Smart Shield. .

For Cash Back Shield Option:

After premiums for at least one full year has been paid, policy loans will be available.

The maximum loan allowable is 90% of surrender value.

Interest will accrue on the outstanding loan balance. The loan interest rate is determined by adding a margin of 2.5% to the 10- year annualised G Sec rate on 31st March of each financial year and applicable for all policy loans issued during 1st May to 30th April of the following financial year.

The interest rate derived as above shall be rounded down to 0.5%.

No fee will be charged towards processing of loans.

The loan interest is 9.5% p.a. till end of the period 30th April 2026.

The loan interest must be paid on half yearly basis.

3. Alterations allowed under the policy during the premium paying term

The following alterations are allowed under the plan.

- Mode of premium payment (NACH to non-NACH and vice versa)
- Frequency of premium payment and receiving maturity benefit payouts

The policy alterations shall be in accordance with the company's Board approved underwriting policy.

No other alterations are allowed after commencement of policy.

4. Free Look Period:

The policy holder has a period of 30 days beginning from the date of receipt of the policy document, whether received electronically or otherwise, to review the terms and conditions of the policy.

In the event a policyholder disagrees to any of the policy terms or conditions, or otherwise and has not made any claim, he shall have the option to return the policy to the insurer for cancellation, stating the reasons for the same.

Irrespective of the reasons mentioned, the policyholder shall be entitled to a refund of the premium paid subject only to a deduction of a proportionate risk premium for the period of cover and the expenses, if any, incurred by the insurer on medical examination of the proposer and stamp duty charges.

A request received by insurer for cancellation of the policy during free look period shall be processed and premium shall be refunded within 7 days of receipt of such request.

5. Options available to policyholder/nominee

Flexibility in payment of premiums: Premiums can be paid yearly, half-yearly, quarterly and monthly.

Auto debit booster: Policyholder paying premiums through NACH mode will be eligible to receive 1% of premium as the discount on all the premiums paid through NACH mode.

PART E: CHARGES UNDER THE PLAN

Being an individual non-linked, non-participating life insurance term product, there are no explicit charges under this policy.

PART F: TERMS & CONDITIONS

1. Change of your communication Address

For all future communication we require the correct contact details of policy holder. If there is any change in your contact details after issuance of the policy, then you shall submit your new contact details along with address proof to our nearest branch/divisional office or to our customer care executive at customercare@shriamlife.in or can call on our toll free no: 1800 103 6116/1800-103-7401.

2. Correct age disclosure is important - Proof of age:

Age is most important criteria for calculating premium/benefit.

In case the age is found to be incorrect than the age declared in the proposal, without prejudice to the Company's other rights and remedies, including those under the Insurance Act, 1938, the benefits shall be revised in such case at the revised rate calculated on the correct age at entry.

However, if the correct age at entry is such that the policy cannot be offered or would have made the life assured ineligible, the policy contract will be terminated by paying the surrender value, if any, subject to the section 45 of the Insurance Act 1938 as amended from time to time.

3. Suicide Clause

In case of death due to suicide shall be subject to the conditions as specified herein under:

Under Regular/Limited Premium Payment policy:

If the Life Assured (whether sane or insane) commits suicide at any time within 12 months from the date of commencement of risk or from the date of revival of the policy, as applicable, the Nominee or Beneficiary of the Life Assured shall be entitled to 80% of the total premiums paid till the date of death provided the policy is in force.

This clause shall not be applicable for a lapsed policy as nothing is payable under such policies.

Premiums referred above shall not include any taxes, extra premium and Rider premium(s), if any.

4. Termination of the policy:

The policy shall immediately and automatically terminate on the earliest occurrence of any of the following events:

- a) On payment of death benefit; or
- b) The date on which surrender benefits are settled under the policy; or
- c) On expiry of Revival Period if the policy has not been revived within the revival period; or

- d) On payment of free look cancellation amount; or
- e) On Special Exit if exercised

5. Nomination under the Policy:

Nominee is the person who can receive the Death benefit under the policy. It is insisted that nomination should be made in proposal form as per Section 39 of The Insurance Act, 1938 as amended from time to time. If the nomination has not been made at the time of taking the policy in the proposal form, then it is advised to do so at the earliest.

[For Section 39, please refer to our website - <https://www.shriramlife.com>]

6. Assignments under the Policy:

Assignment is transferring the title and rights of policy either absolutely or conditionally. Assignment can be made as per section 38 of The Insurance Act, 1938 as amended from time to time. *[For Section 38, please refer to our website - <https://www.shriramlife.com>]*

Nomination, assignment or change of nomination can be done through the Divisional Office of the Company (please check the policy document) where the policy is being serviced. Nomination or assignment will be effective only after it is recorded /registered with us.

In accepting the nomination/assignment or change of nomination/assignment we do not take any responsibility or express any opinion as to its validity or legality / legal effect.

Policies purchased under the Married Women's Property Act, 1874 cannot be assigned

7. Issuance of duplicate Policy:

In case of loss of the policy document, an indemnity bond duly notarized must be submitted. A processing fee of Rs. 100 and stamp duty of Rs. 0.2 per thousand sum assured or as per the applicable rates across various states in India will be payable by the policy holder.

8. Currency:

All monies payable under the Policy to or by the Insurer shall be payable in Indian Rupees only.

9. Documents required for making a death claim:

- a) Original policy document
- b) Proof of death/ Death certificate
- c) Identity proof of Nominee(s)
- d) Any other document depending on the cause of death and nature of claim.
- e) For accident or medical cases following additional documents, whichever applicable, may be required:
- f) A certified copy of first information report (FIR).
- g) A certified copy of police inquest report.
- h) Post mortem report

If death is due to vehicle accident, then copy of vehicle RC, driving license, if life assured was driving the vehicle.

Hospital treatment records, etc.

10. Delay in Death claim intimation:

Death claim should be intimated within 90 days from date of death. However, if there is any delay in death claim intimation beyond 90 days that are beyond the control of claimant then the claim may be processed by condoning the delay.

11. Timelines and Delay in settlement of claims:

The following are the timelines stipulated for settlement of claims/requests as per the Board approved policy for Protection of Interests of Policy holders:

The death claim shall be paid or rejected or repudiated giving relevant reasons, within 15 days from the receipt of last required documents/clarifications for claims which do not require any investigation. However, where the circumstances of a claim warrant an investigation in the opinion of the insurer, it shall initiate the same at the earliest and complete the such investigation within 15 days from the date of receipt of last necessary document and the claim shall be disposed within 30 days thereafter and in any case should not exceed 45 days.

In respect of free look cancellation, the payments shall be paid within 7 days of receipt of cancellation request.

In respect of request for refund of proposal deposit and refund of outstanding proposal deposit, the payments shall be paid within 15 days of receipt of request or last necessary document whichever is later.

In respect of survival, maturity , annuity payments shall be paid on due date or receipt of last necessary document from the insured/claimant whichever is later.

In respect of surrender or partial withdrawal the payments shall be paid within 7 days from the date of request or receipt of last necessary document from the insured/claimant whichever is later.

If there is any delay on the part of the Company for the timelines mentioned above, the Company shall pay interest at a rate, which is bank rate plus 2% above the bank rate prevalent at the beginning of financial year in which the claim is reviewed. The interest shall be calculated from the due date of payment or receipt of last necessary document whichever is later.

12. Taxes (GST)

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 policyholder on premiums (for base policy and rider(s), if any) including extra premiums, if any, which shall be collected separately over and above in addition to the premiums payable by the policyholder. The amount of tax paid shall not be considered for the calculation of benefits payable under the plan.

13. Fraud or misstatement:

In case of fraud or misstatement, any monies payable under the policy shall be in accordance with Section 45 of The Insurance Act, 1938 as amended from time to time.

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-3 of this policy document.

Grievance Redressal Mechanism:

Shriram Life Insurance (SLIC):

The SLIC has Grievance Redressal Officers (GROs) at Branch/ Divisional/ Zonal/ Central Office to redress grievances of customers. The customers can visit our website (<https://www.shriramlife.com/services/register-grievance>) for names and contact details of the GROs and other information related to grievances.

IRDAI:

In case the customer is not satisfied with the response or do not receive a response from us within 14 days, then the customer may approach the Policyholder's Protection and Grievance Redressal Department through any of the following modes:

1. Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre- BIMA BHAROSA SHIKAYAT NIVARAN KENDRA)
2. Sending an email to complaints@irdai.gov.in
3. Register the complaint online at <https://bimabharosa.irdai.gov.in>
4. Address for sending the complaint through courier / letter: General Manager, Policyholders Protection and Grievance Redressal Department, , Insurance Regulatory and Development Authority of India, Survey No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032, Telangana.

Ombudsman:

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

The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

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

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

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

Annexure 1

Assignment - As per Section 38 of the Insurance Act 1938

1. A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorized agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.
2. An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section(1), where it has sufficient reason to believe that such transfer or assignment is not bonafide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.
3. The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policy-holder giving notice of such transfer or assignment.
4. Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.
5. Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer:

Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.

6. The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered:

Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.

7. Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.
8. Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

Explanation – Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of sub-section (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.

9. Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this Section.
10. Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that-
 - a. The proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or
 - b. The insured surviving the term of the policy, shall be valid:

Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

11. In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

Annexure 2

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.

Annexure 3

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:-

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

the active concealment of a fact by the insured having knowledge or belief of the fact;

any other act fitted to deceive; and

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 sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the mis-statement 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 mis-statement 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 policy holder 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