



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

LIC's NEW GROUP LEAVE ENCASHMENT PLAN
(UIN: 512N282V04)
(A Non-Par, Non-Linked, t Life, Group Savings Plan)

PART – A

Ref : NB

Address & Email of Branch/ P&GS Unit:

Date: _____

Dear Master Policyholder,

Re: Your Master Policy No. _____

We have pleasure to forward herewith the above policy document comprising of Part A to Part G and Customer Information Sheet(CIS) .

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

Free Look Period:

We would request you to go through the terms and conditions of the Policy and in case you disagree to any of the terms and conditions, you may return the policy within a period of 30 days from the date of receipt of electronic or physical mode of the Policy Documents, whichever is earlier stating the reasons of your objections. On receipt of the policy, we shall cancel the same and total Contributions paid by you shall be refunded to you after deducting proportionate Risk Premium for the period of cover and the stamp duty charges.

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

Address of Grievance Redressal Officer:

Address and contact details of Insurance Ombudsman:

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

Thanking you,

Yours faithfully,

p. Manager (P&GS)

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

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

- 1) Change of Address: In case there is any change in your address, kindly ensure that the change in address is informed to the servicing P&GS Unit.
- 2) Nomination: Nomination should be in accordance with the provision of Section 39 of the Insurance Act 1938, as amended from time to time. The current provisions of Section 39 are enclosed as Annexure-2 for reference.
- 3) Master Policyholder is required to intimate the insurer, about the happening of the insured event resulting into a claim under the insurance policy, at the earliest possible time.
- 4) Section 45 of Insurance Act, 1938: The current provisions of the same are enclosed as Annexure-1.
- 5) Various Sections of the Insurance Act, 1938, applicable to LIC to apply as amended from time to time.
- 6) The approved version of Policy Document in respect of this plan is available on our website : www.licindia.in.
- 7) For Customer Services, you can contact LIC call centre at +91-022 68276827 whose services are available 24*7 in English, Hindi and 8 Regional Languages.

These measures will enable us to serve you better.

Preamble

The **Life Insurance Corporation Of India** (hereinafter called "the Corporation") having received a Proposal alongwith Declaration from the Trustees/ Employer of _____ **Group Leave Encashment Scheme** (hereinafter called "the Master Policyholder"), being the policyholder for the group Leave Encashment policy for providing Leave Encashment benefits as described in the Rules of the aforesaid Leave Encashment Scheme, which Rules together with the aforesaid proposal are hereby declared to be the basis of this policy and WHEREAS the Corporation has received an amount of **Rs. _____, in respect of _____ Members' Contribution towards provision of Leave Encashment and Risk Premium for Life Cover Benefit for a total Sum Assured of Rs. -----** on the Date of Commencement of this Policy.

The Master Policyholder shall pay to the Corporation, the Contributions as and when they fall due and the Risk Premium on the _____ day of _____ i.e. the date of commencement of the policy and the _____ day of _____ every year thereafter (i.e. the Annual Renewal Date) in respect of each Member in accordance with the provision thereof.

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

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

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

SCHEDULE**DIVISIONAL OFFICE:****P&GS UNIT OFFICE:**

1.	Proposal No.	
2.	Proposal Date	
3.	Master Policy Number	
4.	Name of Master Policyholder	
5.	Registered Address and e-mail ID of Master Policyholder	
6.	Name of the Scheme	
7.	Date of Commencement of Master Policy	
8.	Policy Term	Annually Renewable
9.	Annual Renewal Date	
10.	Minimum/ Maximum Contribution	The Contribution requirement will be determined as per AS 15 (Revised) or IND AS 19 or any other standards applicable for long term Employee Benefits.
11.	Minimum Age at Entry years
12.	Maximum Age at Entry years
13.	Number of Members covered as on the Date of Commencement of Master Policy	
14.	Normal retirement age	
15.	Event on the happening of which benefits payable: (i) Death/ Resignation/ Retirement Benefit/ Termination of Service (ii) Surrender	As per Para 1 of Part C of this Policy Document. As per Para 3 of Part D of this Policy Document.
16.	Total Contribution received towards Leave Encashment benefit on Date of Commencement of Policy	
17.	Total Risk Premium received towards Life Cover benefit on Date of Commencement of Policy.	
18.	Total Sum Assured on Date of Commencement of Policy.	

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

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

p. Manager (P&GS)

PART B-DEFINITIONS

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

1.	Age	It is the age nearer birthday of the Member on the Entry Date except for age 18 years for which the age is in completed years.
2.	Annual Renewal Date (ARD)	It is the date on which the policy will be renewed in each subsequent year and as mentioned in the policy Schedule.
3.	Beneficiary	The person(s)/ entity who is/ are entitled to receive the benefits under this Policy. The Beneficiary to whom the benefits are payable is the Member or the nominee(s) or proved Executors or Administrators or other Legal Representatives who should take out representation to his/her Estate or limited to the moneys payable under this Policy from any Court of any State or Territory of the Union of India as applicable.
4.	Bulk Exit	All type of exits from the Scheme, excluding complete surrender, as defined in the Scheme Rules filed with the Corporation at the outset, will be considered as Bulk Exits. If the amount to be paid on total exits during the policy year exceeds 25% of the Policy Account Value as at the beginning of that policy year and is atleast Rs. 10 Lakhs, it will be considered as Bulk Exit.
5.	Corporation	It means the Life Insurance Corporation of India established under Section 3 of the LIC Act, 1956.
6.	Contribution	Amount payable by the Master Policyholder as per the funding valuation report in accordance with applicable Accounting Standards or as per Scheme Rules.
7.	Date of commencement of policy	It is the date on which the policy comes into effect and is as specified in the Schedule.
8.	Death Benefit	Benefit which is payable on death of a Member as specified in Para 1 of Part C of this Policy Document.
9.	Endorsement	It is the conditions attached /affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Corporation and forming part of the contract.
10.	Entry Date	Entry Date in respect of a Member is the date on which he/ she joins the Scheme after receipt of premium in respect of that Member. It means (a) in relation to original Members, the Date of Commencement of Policy and (b) in relation to new Members admitted to the Scheme after the Date of Commencement of Policy, the date of their joining the Scheme after the payment of Contribution.
11.	Free Look Period	It is the period of 30 days starting from the date of receipt of the Policy Document by the Master Policyholder to review the terms and conditions of this policy and where the Master Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this policy.
12.	Group Policy Account	An account which is maintained by the Corporation in respect of this Policy to which the Contributions received from time to time from the Master Policyholder will be credited after adjusting the benefits paid in respect of each Member. This Group Policy Account will accumulate with interest declared at the end of each financial year. For a new Scheme, Group Policy Account will be created in respect of a Scheme as soon as the Master Policyholder pays the first Contribution.
13.	IRDAI	Insurance Regulatory and Development Authority of India

		earlier called Insurance Regulatory and Development Authority (IRDA).
14.	Member	An employee of the Master Policyholder whose name has been communicated to the Corporation to be a Member for receipt of benefits of this Policy according to the Scheme Rules.
15.	Market Value Adjustment	Market Value Adjustment (MVA) is a reduction in the Policy Account Value to cover the market losses of underlying investment. It shall be calculated as per Para 4 of Part D of this Policy Document.
16.	Master Policyholder	It is the institution which has entered into a contract with the Corporation for providing insurance cover to Members of this policy. It is a legal owner of this policy.
17.	Nomination	It is the process of nominating a person(s) who is (are) named as "Nominee(s)" as per Scheme Rules.
18.	Nominee	The person(s) nominated by the Member covered under this policy who is (are) authorised to receive the claim benefit payable in respect of that Member under this policy as per Scheme Rules.
19.	Non-Par	The Policy which are not entitled for any share in surplus (profits) during the term of the policy. Under such non-participating policies, the benefits payable on death are guaranteed and fixed as per the terms and conditions of the policy.
20.	Policy Year	The period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day
21.	Policy term	It is the period, in years, from the Date of commencement of policy during which the contractual benefits are payable as per the terms and conditions of the policy.
22.	Policy/ Policy Document	It means this document along with endorsements, if any, issued by the Corporation which is a legal contract between the Master Policyholder and the Corporation.
23.	Register	Means the Register of Members containing the names of Members covered under this Scheme communicated to the Corporation by the Master Policyholder; which Register shall be deemed to be incorporated in and to form part of this policy.
24.	Resignation / Retirement Benefit	Benefit payable on resignation/ retirement in respect of a Member as per Scheme Rules but limited to the Group Policy Account Value.
25.	Risk Premium	It is the contractual amount payable by the Master Policyholder to secure the Life Cover Benefit in respect of each of the Member covered under this policy. The term 'Risk Premium' used anywhere in this Policy Document does not include any taxes, which is payable separately.
26.	Sum Assured	Sum Assured in respect of each Member means an absolute amount of benefit which is guaranteed to become payable on death of that Member in accordance with Scheme Rules for in-force policy.
27.	Surrender	It means complete withdrawal or termination of the entire policy before expiry of policy term in accordance with the provisions of this Policy Document.
28.	Surrender Value	The amount, if any, that becomes payable in case of surrender in accordance with the terms and condition of this Policy
29.	Surrender Charges	Charge applicable on Surrender of this policy as per Para 3 of Part D of this Policy Document.
30.	Scheme	It refers to the name of Master Policyholder covered under this

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

PART – C: BENEFITS

1. **Benefits:** The following benefits are payable under a policy during the policy term

a. On death of a Member during service before Normal Retirement Age:

On death of a Member whilst in service before Normal Retirement Age, the Leave Encashment benefit in respect of a Member as per the Scheme Rules will be payable along with the Sum Assured as specified below:

- i. **If all due Risk Premiums have been paid:**
Sum Assured in respect of the Member as per the Scheme Rules shall be payable,
- ii. **If death occurs during the period of 30 days after ARD but before completion of the renewal process:** Sum Assured in respect of the member as per the Scheme Rules shall be payable provided the renewal process is completed by Master Policyholder within 30 days from ARD (as per details mentioned in Para 3 below),
- iii. **If death occurs after expiry of the period of 30 days from ARD (i.e. after the expiry of the period given for completion of renewal process):** Sum Assured of Rs. 10,000/- shall be payable. Any outstanding monthly Risk Premium(s), if any, from the date of death to the next ARD shall also be deducted from the Group Policy Account.

In case, the balance in the Group Policy Account of the Scheme is insufficient to pay out the benefits as per the Scheme Rules, it will be the responsibility of the Master Policyholder to first make the payment to the Corporation so as to enable the Corporation to pay such benefits. However, in any case for the Leave Encashment Benefit, the Corporation’s total liability towards the Master Policyholder shall be limited to the Group Policy Account Value remaining in the Policy Account.

b. Benefits payable on resignation or termination of service or retirement (including normal retirement, voluntary retirement and retirement on medical grounds as per Scheme Rules),

The Leave Encashment Benefit in respect of a Member shall be payable as specified in the Scheme Rules.

In case, the balance in the Policy Account of the Scheme is insufficient to pay out the benefits as per the Scheme Rules, it will be the responsibility of the Master Policyholder to first make the payment to the Corporation so as to enable the Corporation to pay such benefits. However, for the Leave Encashment Benefit, the Corporation’s total liability towards the Master Policyholder shall be limited to the Group Policy Account Value remaining in the Policy Account.

2. Payment of Contributions and Risk Premium:

- i. The Master Policyholder can pay the Contributions to the Corporation at any time during the policy year. However, the Risk Premium for Life Cover Benefit along with applicable Taxes shall be paid at inception and thereafter, on or before each ARD in advance in respect of all the Members covered and from the date of joining the Scheme in respect of new Members, as per details mentioned in Para 3 below.

- ii. In case of non completion of renewal process (i.e. submission of Members' data and payment of Risk Premium within the period of 30 days from ARD), after the expiry of the said period of 30 days, the Life Cover Benefit will be reduced to Rs. -10000/- per Member with effect from that ARD. In this case, monthly Risk Premium instalment shall be deducted from Group Policy Account. The monthly Risk Premium shall be arrived at by applying the monthly loading factor to the yearly Risk Premium.
- iii. The Master Policyholder shall pay to the Corporation in respect of each Member an annual Contribution in respect of Current Service Cost as per AS 15 (Revised) or IND AS 19 or any other Standards applicable for long term Employee Benefits.
- iv. The Master Policyholder may also pay to the Corporation by the way of initial Contribution in respect of a Member who, on the date of entry into Scheme, has Past Service to his credit, such amount as they may decide as per AS 15 (Revised) or IND AS 19 or any other Standards applicable for long term Employee Benefits. The initial Contribution may be paid wholly on the entry date or partly any time thereafter.

3. Risk Premium:

The age-wise Risk Premium rates in respect of each Member will depend on the Sum Assured, size of the group, mortality experience and risk profile including occupation of the group at commencement and on subsequent renewals on or before ARD.

A new Member can be admitted to the Scheme in any month on a date coinciding with the calendar date of Annual Renewal Date (ARD). A proportionate Risk Premium of in respect of each of the new Member(s) will be based on the age nearer birthday as at the date of entry in to the Scheme and the duration from date of entry till the next ARD. In this case, Life Cover Benefit will commence only after the receipt of Risk Premium and Members' data.

On or before each ARD, the Master Policyholder shall provide employees' data along with Risk Premium for Life Cover Benefit to complete the renewal process. Risk Premium shall be collected with interest (from ARD to date of receipt of Risk Premium), if any, for delay in payment of Risk Premium along with applicable taxes, if any. A maximum period of 30 days shall be provided by the Corporation to the Master Policyholder to complete the renewal process (i.e. submission of Members' data and payment of Risk Premium).

The rate of interest applicable for late payment of Risk Premium under this product for every 12 months' period from 1st April to 31st March shall not exceed 10 year G-sec rate p.a. compounding half yearly as at the last trading day of previous financial year plus 300 basis points. For the period of 1st April 2024 to 31st March 2024, the interest rate of 9.50% p.a is applicable.

Any change in basis of determination of interest rate for late payment of Risk Premium shall be done only after prior approval of the Authority.

In case of non completion of renewal process within the period of 30 days from ARD, after the expiry of the said period of 30 days, the Life Cover Benefit will be reduced to Rs. 10,000/- per Member with effect from ARD. Based on existing Members' data as provided on ARD, the corresponding monthly instalment Risk Premium for one month for such Members from ARD along with interest, if any, on account of late receipt of Risk Premium along with advance premium for the next month and applicable taxes, if any, shall be auto debited from the Group Policy Account for the reduced Life Cover benefit of Rs. 10,000/- at the beginning of the second month from ARD.

Once the Life Cover Benefit is reduced to the minimum level of Rs. 10,000/- per Member, it will remain at that level in respect of all the existing Members as well as the new Members joining during for that policy year and the monthly Risk Premium instalment will continue to be deducted for the reduced Risk cover Benefit of Rs. 10,000/-. For this purpose, New Member would mean any Member as informed by the Master Policyholder during the year in addition to the Members already covered as on ARD. Once the Risk Cover is reduced to Rs 10,000/- per Member, the

Master Policyholder may be allowed to restore the increased Life Cover Benefit only at next ARD for the surviving Members by payment of full Risk Premium as decided by the Corporation together with Members' data and any other details/documents required as per the Underwriting Policy of the Corporation subject to the explicit consent received in writing from the Master Policyholder and approval of the Corporation in this regard.

On renewal of a policy under this plan, there may be revision in Risk Premium rates, using lighter rates when mortality experience is favourable and using heavier rates when the mortality experience worsens. For revision in Risk Premium rates, number/amount of expected claims is compared with the number/amount of actual claims during the policy year under consideration.

4. Group Policy Account:

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

All the Contributions paid to secure Leave Encashment Benefit by employer/ trustees will be credited to the Group Policy Account maintained.

A non-negative Interest Rate subject to a minimum interest rate of 0.5% p.a. shall be declared at the end of each financial year. The minimum interest rate of 0.5% p.a. shall remain guaranteed during the entire term of the contract. At the end of each financial year, the declaration of interest rate in respect of each Scheme shall be based on the actual investment performance of the fund for each financial year after appropriate deductions as per the Interest Declaration and Expenses policy of the Corporation.

Risk Premium paid separately or deducted from the Group Policy Account (along with interest for delay in payment and applicable taxes, if any) will not be considered for interest rate calculation.

PART – D: CONDITIONS RELATED TO SERVICING ASPECTS

1. Proof of age:

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

2. Forfeiture in certain events:

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

3. Surrender Value:

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

Surrender Value

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

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

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

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

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

The Life Cover Benefit will not acquire any surrender value.

4. Market Value Adjustment:

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

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

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

5. Free Look Period:

During the Free Look period of 30 days from the date of receipt of of electronic or physical mode of the Policy Document, whichever is earlier by the Master Policyholder, if the Master Policyholder is not satisfied with the Terms and Conditions of the policy, he/she may return the policy to the Corporation stating the reason of objections. On receipt of the same the Corporation shall cancel the policy and return the amount of premium deposited after deducting charges for stamp duty, if applicable and proportionate risk premium for the period of cover.

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

6. Policy Loan:

No loan is payable under this policy.

7. Termination of Life Cover of a Member:

Life Cover of a Member shall terminate on the earliest of the following:

- a) If the member ceases to be a member of the group as per Scheme Rules; or
- b) On death of the Member; or
- c) On Annual Renewal Date on which the age of the member is 81 years nearer birthday; or
- d) On surrender / Termination of the Master Policy; or
- e) On payment of free look cancellation amount for the Master Policy; or

- f) In case the balance in the Group Policy Account of the Scheme is insufficient to deduct the risk premium.

8. Compulsory Termination:

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

- a. The balance in the Group Policyholder's Account falls below Rs. 1,00,000/-;
- b. The numbers of Members covered under the policy are less than 3.

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

9. The Master Policyholder shall provide the list of Members covered under the policy at the time of inception of the policy and at each Annual Renewal date. Such list which should be in the format prescribed by the Corporation from time to time and shall form part of the Policy Document.
10. At the end of each financial year, the Corporation shall issue a statement of Group Policy Account showing various transactions during the financial year to the Master Policyholder. This statement will provide details of the Group Policy Account for the financial year such as opening balance, Contribution received, interest amount credited, as applicable, withdrawal and claim payments debited and closing balance.
11. Life Cover Benefit is effected on the life of each Member under this Policy and for the purpose of granting the same, each Member shall produce satisfactory evidence of his health in the form and manner prescribed by the Corporation at the commencement of his Membership hereunder and on each occasion thereafter when an increase in Life Cover Benefit is to be granted. If such satisfactory evidence is not furnished or if the Member is found uninsurable on the Entry Date or the relevant Annual Renewal Date, the Life Cover Benefit or increase in Life Cover Benefit shall not be effected in respect of him/her.
12. Notwithstanding anything herein contained to the contrary, the Corporations' liability to the Master Policyholder under this policy shall be limited to the Benefits enumerated under Para 1 of Part C under this plan effected in respect of the Members subject to the terms and conditions applicable to them and Group Policy Account Value standing to the credit of the Master Policyholder.

PART E

Not Applicable

PART – F: OTHER TERMS AND CONDITIONS

1. Nomination:

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

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

3. Legislative Changes:

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

4. Taxes:

Statutory Taxes, if any, imposed on such insurance plans by the Government of India or any other constitutional tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.

The amount of applicable taxes as per the prevailing rates, shall be payable by the Master Policyholder shall not be considered for the calculation of benefits payable under the product.

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

5. Normal requirements for a claim:

The following documents shall be required to process the claims:

1. Original Death Certificate, in case of death claim
2. Certificate of proof of any other exits defined in the Scheme Rules
3. Claims forms as prescribed by the Corporation
4. Proof of Existence, identity and Evidence of age of the Member and of the beneficiary whenever required to the satisfaction of the Corporation.
5. NEFT mandate from the claimant for direct credit of the claim amount to the bank account, whichever is applicable, to the satisfaction of the Corporation.

In case of unnatural death or death on account of or arising from an accident, the Corporation may call for the copies of First Information Report (FIR), Panchnama and Post Mortem report. The Corporation may also call for additional documents as may be required by them.

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

6. Master Policyholder is required to intimate the insurer, about the happening of the insured event resulting into a claim under the insurance policy, at the earliest possible time.
7. The Master Policyholder shall furnish the Corporation with all particulars relevant to the Scheme and for the operation of this policy and the particulars so furnished may be accepted by the Corporation as conclusive.
8. Any amendment/s or modification/s to the Scheme shall have the effect for the purpose of this policy only to such extent as the Corporation shall in writing agree and the consequential changes to the relevant provisions hereof shall be given effect to by endorsements to the Policy.
9. The Master Policyholder and the Corporation reserves the right to terminate the Scheme by giving three months' notice to either party. In that event, the Life Cover Benefit under this Policy shall terminate forthwith and the benefit available under this policy shall be as per Para 3 of Part D.
10. All monies payable by the Corporation hereunder shall be paid to the Master Policyholder through the servicing P&GS unit and a valid discharge receipt given by the Master Policyholder or on their behalf by any person duly authorised in writing by the Master Policyholder shall be a valid discharge to the Corporation in respect of any such payment.
11. The Scheme Rules shall form part of the policy document. In case of a conflict between Scheme Rules and condition of policy, the terms of the policy conditions shall prevail.
12. The Master Policyholder shall at the request of the Corporation produce the Policy whenever necessary.

13. The Corporation shall not be liable for any action taken in good faith upon any statements and particulars furnished by the Master Policyholder which shall be, or shall be proved to have been erroneous. Such of the Master Policyholders' records in original, as in the opinion of the Corporation have a bearing on the benefits provided, shall be open for inspection by the Corporation, whenever required.

14. Issuance of Duplicate Policy:

The Master Policyholder can make an application for duplicate Policy on payment of policy preparation charges, policy stamp charges and applicable taxes, if any, which are specified from time to time* upon loss of policy document along with other requirements as may be prescribed by the Corporation

*As on January, 2024, the applicable duplicate policy preparation charge is Rs. 500/-. In addition, Indemnity Bond notarized as per requisite stamp value is also required and the stamp fee for the same shall be borne by the Master Policyholder.

PART – G: STATUTORY PROVISIONS

Section 45 of Insurance Act, 1938:

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

Grievance Redressal Mechanism:

Of the Corporation:

The Corporation has Grievance Redressal Officers (GROs) at Branch/ Divisional/ Zonal/ Central Office to redress grievances of customers. The customers can visit our website (<https://licindia.in/web/guest/grievances>) for names and contact details of the GROs and other information related to grievances.

For ensuring quick redressal of customer grievances the Corporation has introduced Customer friendly Integrated Complaint Management System through our Customer Portal (website) <http://www.licindia.in>, where a registered policy holder can directly register complaint/ grievance and track its status. Customers can also contact at e-mail id co_complaints@licindia.com for redressal of any grievances.

Claimants not satisfied with the decision of death claim repudiation have the option of referring their cases for review to Zonal Office Claims Dispute Redressal Committee or Central Office Claims Dispute Redressal Committee. A retired High Court/ District Court Judge is Member of each of the Claims Dispute Redressal Committees.

Of IRDAI:

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

- Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre (BIMA BHAROSA SHIKAYAT NIVARAN KENDRA))
- Sending an email to complaints@irdai.gov.in
- Register the complaint online at <https://bimabharosa.irdai.gov.in> 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.

Of Ombudsman:

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

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

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

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

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

Section 45 as per the Insurance Act 1938:

(1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e. from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later on the ground of fraud:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

Explanation I- For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:-

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

Explanation II- Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in subsection (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such misstatement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

Explanation – A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based:

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on the ground of fraud the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation.

Explanation - For the purposes of this sub-section, the misstatement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(5) Nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal.

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 bonafide 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.