

# Policy Document - Terms and Conditions of your policy

## ICICI Pru Non-Linked Accidental Death and Disability Rider

(Non-Linked Non-Participating Individual Health Insurance Rider)

### PART-B

#### Definitions

**1. Accident** means sudden, unforeseen, and involuntary event caused by external, visible and violent means. **2. Accidental death** means death by or due to a bodily injury caused by an Accident, independent of all other causes of death. **3. Base Policy** means the underlying base plan to which this Rider policy is attached to. **4. Base Policy Anniversary** means annual anniversary of the date of commencement of risk of the base policy. **5. Claimant** means the person entitled to receive the Rider benefits and includes, the nominee, the assignee, the legal heir, the legal representative(s) or the holder(s) of succession certificate as the case may be. **6. Coverage Term** means the period in complete years during which risk cover in respect of the chosen benefit option is in effect and is as mentioned in your Rider Schedule. **7. Date of Commencement of Risk** is later of Rider Issue Date or Rider Acceptance Date. **8. Date of Maturity** means the date specified in the Rider Schedule on which the term of the Benefit option(s) ends and cover under the Rider(s) ceases to exist. **9. Distance Mode** means every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person. **10. Grace period** means the time granted by Us commencing from the due date for the payment of premium, without any penalty / late fee, during which time the Rider continues with risk cover without interruption, as per the terms of the Rider. **11. Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner. **12. Life assured** means the person named in the Rider Schedule on whose life the Rider has been issued. **13. Limited Pay** means premiums need to be paid regularly for a limited portion of the Rider term. **14. Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license. The Medical Practitioner should neither be the insured person(s) himself nor related to the insured person(s) by blood or marriage, nor share the same residence as the Insured Person. **15. Regular Pay** means premiums need to be paid regularly for the entire Rider term. **16. Rider** is an optional benefit which can be added to the Base Policy as per Your choice. **17 Rider Acceptance Date** means the date as specified in the Rider Schedule from which this Rider was effected. **18. Rider Issue Date** means the date as specified in the Rider Schedule. **19. Rider Schedule** means the Rider Schedule forming part of the Rider document. **20. Single Pay** means premium needs to be paid once at the start of the Rider. **21. Sum Assured** means the absolute amount specified in the Rider Schedule. **22. Total Premiums Paid** means the total of all premiums received, excluding any extra premium and taxes. **23. You or Your** means the Policyholder of the Rider policy at any point of time. **24. We or Us or Our or Company** means ICICI Prudential Life Insurance Company Limited.

### PART- C

**1. Benefits:** This Rider offers two types of Benefit Options i.e. Accidental Death Benefit ("ADB") and Accidental Total and Permanent Disability Benefit ("ATPD"). The Benefit Option(s) chosen by You is as mentioned in the Rider Schedule. The benefit shall be payable under this Rider as per the terms and conditions mentioned below. **A. Accidental Death Benefit (ADB) option:** i. In the event of an Accidental Death of the Life Assured, within the Coverage Term under the Benefit Option, the Sum Assured for ADB will be payable to the Claimant in lump sum, provided the Benefit Option is in-force at the time of Accident and death occurs within 180 days from the date of accident. ii. For Accidental Death occurring beyond the Coverage Term, the Benefit shall be payable provided the death is within 180 days from the date of Accident. This is applicable subject to the Accident occurring within the Coverage Term and the Benefit Option being in-force at the time of the Accident. iii. On payment of this benefit to the Claimant, the Rider will terminate and all rights, benefits and interests under the Rider will stand extinguished. **B. Accidental Total and Permanent Disability (ATPD) Benefit option:** i. In the event that the Life Assured has become totally, continuously and permanently disabled as a result of an Accident, the Sum Assured for ATPD will be payable to the Claimant in lump sum, provided the benefit option is in-force at the time of Accident and disability occurs within 180 days from the date of accident. ii. The Accident has to have happened within the Coverage Term for ATPD benefit and should mandatorily satisfy any of the following conditions. iii. The disabilities as stated in the Conditions below must have continuously lasted, without interruption for at least 180 days and must in the opinion of a Medical Practitioner, be deemed permanent. These disabilities as stated in the below conditions must also be verified by a Medical Practitioner appointed by the Company. However, for the disabilities mentioned in Condition 1 under sub points (j) to (n) i.e., physical severance, such 180 days period would not be applicable. iv. For Accidental Total & Permanent Disability occurring beyond the Coverage Term, this Benefit shall be payable provided the disability is within 180 days from the date of Accident. This is applicable subject to the Accident occurring within the Coverage Term and the Benefit Option being in-force at the time of the Accident.

**Condition 1:** The Life Assured suffers the following disabilities due to an Injury/Accident due to which there is total and irrecoverable disability: a. Loss of Use of at least two limbs b. Loss of Sight of both eyes c. Loss of hearing and loss of speech d. Loss of Use of four fingers and Thumb of both hands e. Loss of Use of one limb and sight of one eye f. Loss of Use of one limb and hearing g. Loss of Use of one limb and speech h. Loss of sight of one eye and speech i. Loss of sight of one eye and hearing j. Loss by severance of two or more limbs at or above wrists or ankles k. Loss by severance of four Fingers and Thumb of both hands l. Loss by severance of one limb and sight of one eye m. Loss by severance of one limb and hearing n. Loss by severance of one limb and speech

The loss of sight, loss of hearing and loss of speech are defined as follows: 1. Loss of sight means total, permanent and irreversible loss of all vision in at least one eye as a result of accident. a. The Blindness is evidenced by: i. Corrected visual acuity being 3/60 or less in at least one eye or; ii. The field of vision being less than 10 degrees in at least one eye; and b. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure. 2. Loss of hearing means total and irreversible loss of hearing in both ears as a result of accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing" in both ears. 3. Loss of speech means total and irrecoverable loss of the ability to speak as a result of injury to the vocal cords due to an accident. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

Or,

**Condition 2:** The Life Assured must be totally incapable of being employed or engaged in any work or any occupation whatsoever for remuneration or profit.

Or,

**Condition 3:** The Life Assured must be unable to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Work": a. Mobility: The ability to walk a distance of 200 meters on flat ground. b. Bending: The ability to bend or kneel to touch the floor and straighten up again and the ability to get into a standard saloon car, and out again. c. Climbing: The ability to climb up a flight of 12 stairs and down again, using the handrail if needed. d. Lifting: The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table. e. Writing: The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard. f. Blindness: permanent and irreversible - Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart. v. On payment of this ATPD benefit to the Claimant, the cover for ATPD will terminate and all rights, benefits and interests under this benefit option will stand extinguished. vi. If You have opted for both the ATPD and ABD benefit options, then on payment of ATPD Benefit, the cover will terminate and all rights and benefits shall stand extinguished and Rider shall continue with coverage only for ADB.

**2. Exclusions:** i. We shall not be liable to pay the Benefit, in the event of the Accidental death or Accidental total and permanent disability of the Life Assured occurs after 180 days from the date of accident. ii. For ATPD Benefit Option, the following exclusions shall apply: 1. Disability arising out of a Pre-existing Diseases or any complication arising therefrom. Pre-existing Disease means any condition, ailment, injury or disease: a. That is/are diagnosed by a physician within 48 months prior to the effective date of the benefit option issued or its reinstatement; or b. For which medical advice or treatment was recommended by, or received from, a Physician within 48 months Prior to the effective date of the benefit option or its reinstatement. Coverage under the policy after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by the company. 2. Disability caused due to attempted Suicide, intentional self-inflicted injury or acts of self-destruction. 3. Disability caused due to any congenital external diseases, defects or anomalies or in consequence thereof 4. Disability caused by or arising from Bacterial / Viral infections (except pyogenic infection which occurs through an Accidental cut or wound) 5. Disability arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or air-force operation, civil war, Riot, public defense, rebellion, revolution, insurrection, military or usurped power. 6. Disability caused by treatment directly arising from or consequent upon any Life Assured committing or attempting to commit a breach of law with criminal intent. 7. Disability caused by Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner. 8. Disability caused by participation of the Life Assured in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable. 9. Disability of the Life Assured whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so far as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation and is specifically specified in the Policy Schedule. 10. Disability caused by engaging in hazardous sports / pastimes, i.e., taking part in (or practicing for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off piste skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport. 11. Disability arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack. a. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any illness, incapacitating disablement or death. b. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any illness, incapacitating disablement or death. 12. Certification by a Medical Practitioner who is either the Insured person(s) himself or related to the insured person(s) by blood or marriage or shares the same residence as the Insured Person. iii. For ADB Option, following exclusions shall apply: 1. Death caused due to Suicide or attempted Suicide, intentional self-inflicted injury or acts of self-destruction. 2. Death caused by congenital external diseases, defects or anomalies or in consequence thereof 3. Death arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or air-force operation, civil war, Riot, public defense, rebellion, revolution, insurrection, military or usurped power. 4. Death caused by treatment directly arising

from or consequent upon any Life Assured committing or attempting to commit a breach of law with criminal intent. 5. Death caused by Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner. 6. Death caused by participation of the Life Assured in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable. 7. Death of the Life Assured whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so far as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation and is specifically specified in the Policy Schedule. 8. Death caused by engaging in hazardous sports / pastimes, i.e., taking part in (or practicing for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off piste skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport. 9. Death arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack. a. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any illness, incapacitating disablement or death. b. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any illness, incapacitating disablement or death.

**3. Premium Payment** a) You are required to pay premiums for the entire premium payment term on the due dates and for the amount mentioned in the Rider Schedule. b) Premiums under the Rider can be paid in the frequency (yearly, half-yearly or monthly) as chosen by You under the Base Policy. c) For monthly and half-yearly modes of premium payments, additional loadings will be applied to the base premium and the extra mortality premium. The additional loadings, expressed as a percentage of the annual premium will be as given below:

Mode of Premium Payment	Loading (% of Annual Premium)
Yearly	0.0%
Half-yearly	1.25%
Monthly	2.50%

d) Any change in premium payment frequency will be allowed during the Premium Payment Term of the respective Benefit Option(s) only on Base Policy Anniversary and subject to the premium payment frequency of the Rider being same as that of the Base Policy. e) If any premium instalment for the Benefit Option(s) along with the Base Policy is not paid within the Grace Period, then the Benefit Option(s) shall lapse and the cover will cease. On revival of the Benefit Option(s) along with the Base Policy, the Sum Assured under the Benefit Option(s) will be restored to the initial Sum Assured provided the request for revival is received within the Coverage Term of the Benefit Option(s). f) You may pay premium through any of the following modes, as selected for the Base Policy : i. Cheque ii. Demand Draft iii. Pay Order iv. Banker's cheque v. Internet facility as approved by us from time to time vi. Electronic Clearing System/Direct Debit vii. Credit or Debit cards held in your name viii. any other mode, subject to applicable laws and Company's internal policies g) Amount and modalities will be subject to our rules and relevant legislation or regulation. h) Any payment made towards first or renewal premium is deemed to be received by Us only when it is received at any of Our branch offices or authorized collection points and after an official printed/digital receipt is issued by Us. i) No person or individual or entity is authorized to collect cash or self-cheque or bearer cheque or vide electronic payments on Our behalf. j) Cheque or demand drafts must be drawn only in favour of ICICI Prudential Life Insurance Company Limited. k) Please ensure that You mention the proposal number for the first premium deposit and the Base Policy number for the renewal premiums on the cheque or demand draft. l) Where Premiums have been remitted otherwise than in cash, the application of the Premiums received will be conditional on the realization of the proceeds of the instrument of payment, including electronic mode. m) If You suspend payment of premium for any reason whatsoever. We will not be held liable. In such an event, benefits, if any, will be available only in accordance with the Policy terms and conditions.

**4. Grace Period** If You are unable to pay an instalment premium by the due date, you will be given a grace period of 15 days for payment of due instalment premium if You have chosen monthly frequency, and 30 days for payment of due instalment premium if You have chosen any other frequency, commencing from the premium due date. The cover continues during the grace period. In case the insured event occurs during the Grace Period, then We will pay the benefit under the applicable Benefit Option(s) subject to terms and conditions of this Rider.

**5. Advance Premium** Collection of advance premium is allowed provided the advance premium is collected within the same financial year and advance premium for base policy is also collected for the same duration. However, where the premium due in one financial year is being collected in advance in earlier financial year, we may collect the same for a maximum period of three months in advance from the due date of the premium. The premium so collected in advance shall only be adjusted on the due date of the premium.

## PART D

**1. Free look Period (15 / 30 days refund policy)** You have an option to review the Rider within 15 days from the date you receive it, or 30 days in case of electronic policies or policies sourced through Distance Mode (as defined in Part B, Clause 9). In this period, if you are not satisfied with the terms and conditions of the Rider, you can return the Rider to us with reasons for cancellation. We will refund the premium paid towards the Rider after deduction of Stamp duty, proportionate risk premium for the period of cover and the expenses borne by us on medical tests, if any. The Rider will terminate on payment of this amount and all rights, benefits and interests under this Rider will stand extinguished. The rider can be terminated during the Free look period either on its own or along with its Base Policy. In case the Base Policy is cancelled within free-look period, the rider will also be automatically cancelled.

**2. Unexpired risk premium value** Unexpired risk premium value, if any, will be payable, if You surrender the Base Policy along with the Benefit Option(s) or surrender the Rider Benefit Option(s) only. In case the Benefit Option(s) has lapsed due to non-payment of due premiums along with the Base Policy, Unexpired Risk Premium Value, if any, will be payable for the Benefit Option(s), on earlier of: • Death of the Life Assured within the revival period, or • At the end of the revival period

Unexpired risk premium value for respective benefit options will be calculated as below:

**Single Premium:** Unexpired risk premium value = 75% X [Outstanding coverage Term in months / (Total Coverage Term X 12)] X Single Premium

Where, Outstanding coverage term in months = Total coverage Term in months at the time of attachment minus Number of completed coverage term in months at the time of exit. You will be eligible for unexpired risk premium value post payment of single premium.

**Limited Premium:** Unexpired risk premium value = [75% X [Number of months for which premiums are paid / (12 X Premium Payment Term)] X [Outstanding Coverage Term in months / (Total coverage term X 12)] X Total Premium Paid

Where, Outstanding coverage Term in months = Total Coverage Term in months at the time of attachment minus Number of completed coverage term in months at the time of exit. You will be eligible for unexpired risk premium value post payment of first two full years' premium.

**Regular Premium:** No Unexpired risk premium value is payable.

**3. Waiting Period:** Waiting period is not applicable.

**4. Loans:** We will not provide loans under this Rider.

**5. Revival:** Benefit Option(s) along with the Base Policy which has discontinued payment of premium may be revived subject to underwriting and the following conditions • Where the request for revival has been received for the Benefit Option(s) along with the base policy • The revival period applicable for Benefit Option(s) will be same as the revival period applicable to the Base Policy from the due date of the first unpaid premium and before the termination date of the Benefit Option(s). Revival will be based on the prevailing Board Approved Underwriting Policy. • You furnish, at Your own expense, satisfactory evidence of health of the Life Assured if required by the prevailing Board Approved Underwriting Policy. • The arrears of premiums together with interest at such rate as the Company may charge for late payment of premiums are paid. Revival interest rate will be same as applicable for revival of Base Policy. The revival of the Benefit Option(s) may be on terms different from those applicable to the Benefit Option(s) before premiums were discontinued; for example, extra mortality/morbidity premiums or charges may be applicable. The revival will take effect only if it is specifically communicated by the Company to the Policyholder. The Company reserves the right to refuse to revive the Benefit Option(s). Any change in revival conditions will be disclosed to policyholders.

**6. To whom benefits are payable** Benefits are payable to the Policyholder or to the assignee(s) where an endorsement has been recorded in accordance with Section 38 of the Insurance Act, 1938, and as amended from time to time. If the Policyholder is different from the Life Assured, then upon death of the Policyholder and subsequent intimation of the death with the Company, the Rider shall vest on the Life Assured. Thereafter, the Life Assured shall become the Policyholder and will be entitled to all benefits and subject to all liabilities as per the terms and conditions of the Rider. The Life Assured cum Policyholder can register due nomination as per Section 39 of the Insurance Act, 1938 as amended from time to time. We hereby agree to pay the appropriate benefits under the Policy subject to: a) Our satisfaction of the benefits having become payable on the happening of an event as per the Policy terms and conditions, b) The title of the said person or persons claiming payment.

**7. Cancellation:** The benefit option(s) chosen under the Rider shall be terminated by Us on the occurrence of any of the below mentioned conditions: (i) When the Base Policy to which the Rider is attached terminates upon payment of death benefit due to any reason whatsoever; (ii) When the Base Policy to which this Rider is attached is cancelled, surrendered or terminated due to any reason whatsoever (iii) When the coverage under the Base Policy to which the Rider is attached lapses on account of non-payment of premiums and has not been revived within the Coverage Term under the Benefit Option(s) (iv) When the Benefit Option(s) in this Rider along with the Base Policy has not been revived within the revival period (v) Upon expiry of the Coverage Term for each of Benefit Option(s) chosen i.e on Date of Maturity of the Benefit Options(s) (vi) On cancellation of the Rider by the Company for any reason whatsoever (vii) On payment of free look cancellation proceeds

**8.** In case of any contradiction between the terms and conditions of the Base Policy Document and this Rider Document, then: (i) For the benefits payable under the Rider Benefit Options, the Rider Terms and Conditions shall prevail; and (ii) For the benefits payable under the Base Policy, the Base Policy Terms and conditions shall prevail.

## PART E:

Rider premium is levied in addition to premium for Base Policy and no Rider charge would be deducted.

## PART-F

### General Conditions

**1. Age** We have calculated the premiums under the Rider on the basis of the Age of the Life Assured as declared by You in the Proposal Form. In case if the age proof of the life assured was not submitted at the time of Proposal, You will be required to submit such an Age proof of the Life Assured acceptable to Us, and have the Age admitted. If the Age of the Life Assured has been misstated, We will take one of the following actions: (i) If the Correct Age of the Life Assured makes him ineligible for this rider, We will cancel the rider and refund the premiums paid (without interest) under the rider provided no claim has been made. The rider will terminate on the said payment. (ii) If the Correct Age of the Life Assured makes him eligible for this rider, revised Premium depending upon the Correct Age will be payable. Difference of premium will be collected with interest, if age declared is higher and excess premium collected will be refunded without interest, if age is found to be lower. The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.

**2. Nomination** Nomination under the Policy will be governed by Section 39 of the Insurance

Act, 1938 as amended from time to time. Details of nomination will be as mentioned for the Base Policy. Please refer to Appendix I for details on this section.

3. **Assignment** Assignment of the Policy will be governed by Section 38 of the Insurance Act, 1938 as amended from time to time. Please refer to Appendix II for details on this section.
4. **Incontestability** Incontestability will be as per Section 45 of the Insurance Act, 1938 as amended from time to time. Please refer to Appendix III for details on this section.
5. **Misstatement & Fraud** Misstatement and Fraud will be as per Section 45 of the Insurance Act, 1938 as amended from time to time. Please refer to Appendix III for details on this section. The Policy is subject to the terms and conditions as mentioned in the Policy document and is governed by the Laws of India.
6. **Communication address** Our communication address is: **Address: Customer Service Desk** ICICI Prudential Life Insurance Company Limited, Ground Floor & Upper Basement, Unit No. 1A & 2A, Raheja Tipco Plaza, Rani Sati Marg, Malad (East), Mumbai- 400097 Maharashtra. **Telephone:** 1860 266 7766 **Facsimile:** 022 4205 8222 **E-mail:** [lifeline@iciciprulife.com](mailto:lifeline@iciciprulife.com). We expect You to immediately inform Us about any change in Your address or contact details.
7. **Electronic transactions** All transactions carried out by You through Internet, electronic, call centres, tele-service operations, computer, automated machines network or through other means of communication will be valid and legally binding on Us as well as You. This will be subject to the relevant guidelines and terms and conditions as may be specified by Us.
8. **Jurisdiction** The rider is subject to the terms and conditions as mentioned in the Rider document and is governed by the laws of India. Indian courts shall have exclusive jurisdiction over all differences or disputes arising in relation to this rider.
9. **Legislative changes** All benefits payable under the rider are subject to the tax laws and other financial enactments as they exist from time to time.
10. **Payment of claim:** For processing an Accidental Death claim under this Rider, We will require the following documents (as may be relevant): a) Claimant's Statement b) Original Policy Document c) Death Certificate of the Life Assured issued by the local municipal authority d) Cancelled Cheque for processing electronic payment e) Claimant's recent photograph, photo Identity proof & address proof f) Post Mortem report & viscera/chemical analysis report g) FIR report, final police investigation report, police panchnama/ Inquest report, driving license h) Pan card/ Form 60 of the Claimant i) Newspaper cuttings, if any j) Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the death.

For processing an Accidental Total and Permanent disability claim under this Rider, We will require the following documents (as may be relevant): a) Claimant's Statement b) Original Policy Certificate c) Claimant ID Proof. d) Claimant's residence proof e) Certificate from Medical Practitioner f) Recent Photograph of LA g) PAN/form 60 h) EPM form with cancelled cheque i) Treating doctor's certificate giving exact duration, diagnosis, prognosis and treatment given post accident j) First and all consultation papers with all investigation reports, discharge summary, Indoor case papers, follow up papers since onset of accident. k) Current and previous medical records for last 5 years, if any. l) Certificate from employer. m) Income documents: Salary slip of last 6 months/ ITR for last 3 years/ Bank Statement of last 1 year giving income credit. n) Other Insurance policy Life/health/mediclaim with details of past claim settlement letters.

A death claim under a life insurance policy shall be paid or be rejected or repudiated giving all the relevant reasons, within 30 days from the date of receipt of all relevant papers and required clarifications. 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 such investigation expeditiously, in any case not later than 90 days from the date of receipt of claim intimation and the claim shall be settled within 30 days thereafter. If there is delay on the part of Insurer beyond the timelines as mentioned above, the insurer shall pay interest at a rate, which is 2% above bank rate from the date of receipt of last necessary document.

11. **Issue of duplicate rider document** We shall issue a duplicate of Rider document, on receipt of a written request for the same from You along with the necessary documents as may be required by Us and at such charges as may be applicable from time to time. The current charges for issuance of duplicate rider is ₹ 200. Free look option is not available on issue of duplicate rider document.
12. **Amendment to Rider document** Any variations, modifications or amendment of any terms of the Rider document shall be communicated to you in writing by an endorsement on the Rider document.

## PART - G

### Grievance Mechanism and List of Ombudsman

#### 1. Customer service

For any clarification or assistance You may contact Our advisor or call Our customer service representative (between 10.00 a.m. to 7.00 p.m, Monday to Saturday; excluding national holidays) on the numbers mentioned on the reverse of the Policy folder or on Our website: [www.iciciprulife.com](http://www.iciciprulife.com).

Alternatively, You may communicate with Us at any of our branches or the customer service desk whose details are mentioned in the Welcome Letter.

For updated contact details, We request You to regularly check Our website.

**i. Grievance Redressal Officer:** If You do not receive any resolution from Us or if You are not satisfied with Our resolution, You may get in touch with Our designated grievance redressal officer (GRO) at [gro@iciciprulife.com](mailto:gro@iciciprulife.com) or 1860 266 7766.

Address: ICICI Prudential Life Insurance Company Limited,  
Ground Floor & Upper Basement,  
Unit No. 1A & 2A, Raheja Tipco Plaza,  
Rani Sati Marg, Malad (East), Mumbai-400097.

The concerns of senior citizens will be resolved on priority ensuring there is a speedy disposal of the grievances.

For more details please refer to the "Grievance Redressal" section on [www.iciciprulife.com](http://www.iciciprulife.com).

**ii. Grievance Redressal Committee:** If You do not receive any resolution or if You are not satisfied with the resolution provided by the GRO, You may escalate the matter to Our

internal grievance redressal committee at the address mentioned below:

ICICI Prudential Life Insurance Co. Ltd.  
Ground Floor & Upper Basement,  
Unit No. 1A & 2A, Raheja Tipco Plaza,  
Rani Sati Marg, Malad (East), Mumbai- 400097.  
Maharashtra.

If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: **155255 (or) 1800 4254 732**

Email ID: [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in)

You can also register your complaint online at [igms.irda.gov.in](http://igms.irda.gov.in)

Address for communication for complaints by fax/paper:

Consumer Affairs Department  
Insurance Regulatory and Development Authority of India  
Survey No. 115/1, Financial District, Nanakramguda, Gachibowli,  
Hyderabad, Telangana State – 500032.

**Insurance Ombudsman:** The Central Government has established an office of the Insurance Ombudsman for redressal of grievances with respect to life insurance policies. As per Insurance Ombudsman Rules, 2017 and Insurance Ombudsman (Amendment) Rules, 2021, the Ombudsman shall receive and consider complaints or alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds: 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 arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, in so far as such matter relates to issues referred to in clauses (a) to (h).

#### Manner in which complaint to be made

1. Any person who has a grievance against an insurer or insurance broker, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer or the insurance broker, as the case may be complained against or the residential address or place of residence of the complainant is located. 2. The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council for Insurance Ombudsmen by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. 3. No complaint to the Insurance Ombudsman shall lie unless— a) the complainant has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned or the insurer named in the complaint and— i. either the insurer or insurance broker, as the case may be had rejected the complaint; or ii. the complainant had not received any reply within a period of one month after the insurer or insurance broker, as the case may be received his representation; or iii. the complainant is not satisfied with the reply given to him by the insurer or insurance broker, as the case may be; b) The complaint is made within one year— i. after the order of the insurer rejecting the representation is received; or ii. after receipt of decision of the insurer or insurance broker, as the case may be which is not to the satisfaction of the complainant; iii. after expiry of a period of one month from the date of sending the written representation to the insurer or insurance broker, as the case may be if the insurer or insurance broker, as the case may be named fails to furnish reply to the complainant. 4. The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer or insurance broker, as the case may be against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules. 5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator. 6. The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14.

The Ombudsman shall not award compensation exceeding more than Rupees Thirty Lakhs (including relevant expenses, if any). We have given below the details of the existing offices of the Insurance Ombudsman. We request You to regularly check our website at [www.iciciprulife.com](http://www.iciciprulife.com) or the website of the IRDAI at [www.irdai.gov.in](http://www.irdai.gov.in) for updated contact details.

1. **AHMEDABAD:** Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad- 380 001. Tel.:- 079 - 25501201/02/05/06. Email: [bimalokpal.ahmedabad@coins.co.in](mailto:bimalokpal.ahmedabad@coins.co.in) **Areas of Jurisdiction:** Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2. **BENGALURU:** Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078. Tel No: 080 - 26652048 / 26652049. Email: [bimalokpal.bengaluru@coins.co.in](mailto:bimalokpal.bengaluru@coins.co.in) **Areas of Jurisdiction:** Karnataka.

3. **BHOPAL:** Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755-2769201, 2769202. Fax : 0755-2769203. Email: bimalokpal.bhopal@cioins.co.in **Areas of Jurisdiction:** Madhya Pradesh & Chhattisgarh.
4. **BHUBANESHWAR:** Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751 009. Tel.: 0674-2596455/2596461. Fax : 0674-2596429. Email: bimalokpal.bhubaneswar@cioins.co.in **Areas of Jurisdiction:** Odisha.
5. **CHANDIGARH:** Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468. Fax : 0172-2708274. Email: bimalokpal.chandigarh@cioins.co.in **Areas of Jurisdiction:** Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
6. **CHENNAI:** Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai -600 018. Tel.: 044-24333668 /24335284. Fax : 044-24333664. Email: bimalokpal.chennai@cioins.co.in **Areas of Jurisdiction:** Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).
7. **DELHI:** Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011-23232481/23213504 Fax : 011-23230858. Email: bimalokpal.delhi@cioins.co.in **Areas of Jurisdiction:** Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
8. **ERNAKULAM:** Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, Ernakulam-682 015. Tel : 0484- 2358759/2359338. Fax : 0484-2359336. Email: bimalokpal.ernakulam@cioins.co.in **Areas of Jurisdiction:** Kerala , Lakshadweep, Mahe-a part of Union Territory of Puducherry.
9. **GUWAHATI:** Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati -781001 (Assam). Tel.: Tel.: 0361 - 2632204 / 2602205. Email: bimalokpal.guwahati@cioins.co.in **Areas of Jurisdiction:** Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10. **HYDERABAD:** Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel : 040 - 23312122. Fax: 040-23376599. Email: bimalokpal.hyderabad@cioins.co.in **Areas of Jurisdiction:** Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
11. **JAIPUR:** Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel : 0141 -2740363. Email: bimalokpal.jaipur@cioins.co.in **Areas of Jurisdiction:** Rajasthan.
12. **KOLKATA:** Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkatta - 700 072. Tel : 033- 22124339/22124340. Fax : 033-22124341. Email: bimalokpal.kolkata@cioins.co.in **Areas of Jurisdiction:** West Bengal, Sikkim, Andaman & Nicobar Islands.
13. **LUCKNOW:** Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel: 0522 -2231330/2231331. Fax : 0522-2231310. Email: bimalokpal.lucknow@cioins.co.in **Areas of Jurisdiction:** Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14. **MUMBAI:** Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), Mumbai - 400 054. Tel : 022 - 26106552 / 26106960. Fax : 022-26106052. Email: bimalokpal.mumbai@cioins.co.in **Areas of Jurisdiction:** Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15. **NOIDA:** Office of the Insurance Ombudsman, Bhogwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel: 0120-0120-2514252 / 2514253. Email: bimalokpal.noida@cioins.co.in **Areas of Jurisdiction:** State of Uttarakhnad and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16. **PATNA:** Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, North Wing, Bailey Road, Patna 800 001. Tel : 0612-2547068. Email: bimalokpal.patna@cioins.co.in **Areas of Jurisdiction:** Bihar, Jharkhand.
17. **PUNE:** Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel: 020-41312555. Email: bimalokpal.pune@cioins.co.in **Areas of Jurisdiction:** Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

In case of dispute in respect of interpretation of these terms and conditions and special provisions/conditions the English version shall stand valid.

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

#### Appendix I – Section 39 – Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows: 1. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death. 2. Where the nominee is a minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer. 3. Nomination can be made at any time before the maturity of the Policy. 4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy

communicated to the insurer and can be registered by the insurer in the records relating to the Policy. 5. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be. 6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the insurer. 7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations. 8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof. 9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the Policy. The nomination will get revived on repayment of the loan. 10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination. 11. In case of nomination by Policyholder whose life is insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate. 12. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s). 13. Where the Policyholder whose life is insured nominates his

- parents or
- spouse or
- children or
- spouse and children
- or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title. 14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s). 15. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the Policy. 16. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply. Disclaimer: This is a simplified version of Section 39 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.

#### Appendix II – Section 38 – Assignment and Transfer of Insurance Policies

Assignment or transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows: 1. This Policy may be transferred/assigned, wholly or in part, with or without consideration. 2. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer. 3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made. 4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness. 5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer. 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations. 7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice. 8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced. 9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is a. not bonafide or b. not in the interest of the Policyholder or c. not in public interest or d. is for the purpose of trading of the insurance Policy. 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment. 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer. 12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority. 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR b. where the transfer or assignment is made upon condition that i. the proceeds under the Policy shall become payable to Policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR ii. the insured surviving the term of the Policy. Such conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position. 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the

notice as the absolute transferee or assignee and such person a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and b. may institute any proceedings in relation to the Policy c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

Disclaimer: This is a simplified version of Section 38 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.

**Appendix III – Section 45 – Policy shall not be called in question on the ground of misstatement after three years**

Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time, are as follows: 1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from a) the date of issuance of Policy or b) the date of commencement of risk or c) the date of revival of Policy or d) the date of rider to the Policy whichever is later.

2. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from a) the date of issuance of Policy or b) the date of commencement of risk or c) the date of revival of Policy or d) the date of rider to the Policy whichever is later.

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

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy: a) The suggestion, as a fact of that which is not true and which the insured does not believe to be true; b) The active concealment of a fact by the insured having knowledge or belief of the fact; c) Any other act fitted to deceive; and d) Any such act or omission as the law specifically declares to be fraudulent. 4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak. 5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries. 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based. 7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation. 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.