



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

LIC's CANCER COVER (UIN: 512N314V03)
(A Non-linked, Non-Participating, Individual, Health Insurance Plan)

PART – A

Ref: NB

(Address and e-mail id of Branch Office):

Space for Name and Address of Policyholder

Space for Address and e-mail id of Branch Office

Date:

Dear Policyholder,

Re: Your Policy No. _____

We have pleasure in forwarding herewith the above policy document comprising of Part A to Part G which please find in order.

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

Some of our plans have certain options (including rider(s)) available under them. It is important that the options, if any, available under this plan and mentioned in the Policy Document are noted carefully as it will be helpful to you in case you decide to exercise any of the available options. It is also essential to note that such options, if available and mentioned in the document of this plan has to be exercised in the right manner and during the stipulated time limit as prescribed herein.

Free Look Period

We would request you to go through the terms and conditions of the Policy and in case you disagree with any of the terms and conditions, you may return the Policy within a period of 30 days from the date of receipt of the electronic or physical mode of the policy document whichever is earlier stating the reasons of your objections and disagreement. On receipt of the policy we shall cancel the same and the amount of premium deposited by you shall be refunded to you after deducting the **proportionate risk premium for the period of cover, if any, and charges for stamp duty.**

In case you have any Complaints/Grievance, you may approach the Branch office on the address mentioned above or Grievance Redressal Officer/Ombudsman, whose addresses are 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. Chief/Sr. Branch Manager

Agent's/ Code	Intermediary's	Agent's/ Name	Intermediary's	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 you change your residence, kindly ensure that you inform the change in address to the servicing Branch Office.
- 2) Assignment: Assignment should be in accordance with provision of Section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are enclosed as **Annexure –I** for reference.
- 3) Nomination: Nomination should be in accordance with 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 – II** for reference.
- 4) The provisions of Section 45 of Insurance Act, 1938 as amended from time to time shall be applicable. The current provisions of the same are enclosed as **Annexure –III**.
- 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) Please avail LIC's e-services. Visit website: www.licindia.in to enable us to serve you better.
- 8) 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 along with Declaration and the first premium from the Proposer and the Life Assured named in the Schedule referred to herein below and the said Proposal and Declaration with the statements contained and referred to therein having been agreed to by the said Proposer and the Corporation as basis of this assurance do by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums as set out in the Schedule, to pay the Benefits, but without interest, at the Branch Office of the Corporation where this Policy is serviced to the person or persons to whom the same is payable in terms of the said Schedule, on proof to the satisfaction of the Corporation of the Benefits having become payable as set out in the Policy Document, of the title of the said person or persons claiming payment and of the correctness of the age of the Life Assured stated in the Proposal if not previously admitted.

And it is hereby declared that this Policy of Assurance shall be subject to the Definitions, Benefits, Conditions related to servicing aspects, Other Terms And Conditions and Statutory Provisions printed in this policy and that the Schedule and every endorsement placed on the Policy by the Corporation shall be deemed part of the Policy.

SCHEDULE

DIVISIONAL OFFICE:

BRANCH OFFICE:

Policy No.:	Option chosen:	Due date of premium:
UIN:	Basic Sum Insured (Rs.):	Mode of payment of premium:
Plan & Policy Term:	Instalment Premium (Rs.):	Due Date of Payment of Last premium:
Date of issuance of policy:	(Taxes, if any, as applicable from time to time are charged extra.)	Date of birth of the Life Assured:
Date of Maturity:		Age of the Life Assured:
Gender:		Whether age Admitted?
		Proposal No.:
		Date of Proposal:

Name and address of Proposer:	Name and address of Life Assured:
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Details of Nominee(s) under Section 39 of the Insurance Act, 1938

Type of Nomination:				
Nominee(s) Name	Nominee's Age	Percentage Share	Relationship to the Life Assured	Appointee Name (in case the Nominee is a minor)

Period during which premiums payable	Till the stipulated due date of payment of last premium or earlier termination of the policy as specified under Condition 6 of Part D of this document.
Dates when premium payable	On the stipulated due date in.....

Signed on behalf of the Corporation at the above mentioned Branch Office, 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. Chief/ Sr. Branch Manager

PART- B: DEFINITIONS

The definitions of terms/words used in the policy documents are as under:

1. **Age** is the age last birthday of the Life Assured at the time of the issuance of the policy.
2. **Appointee** is the person to whom the proceeds/benefits secured under the Policy are payable if the benefit becomes payable to the nominee and nominee is minor as on the date of claim payment.
3. **Annualized Premium** shall be the total amount of premium payable in a policy year excluding the taxes, underwriting extra premiums and loadings for modal premiums, if any.
4. **Assignee** is the person to whom the rights and benefits are transferred by virtue of an Assignment.
5. **Assignment** is the process of transferring the rights and benefits to an "Assignee". Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.
6. **Basic Sum Insured** is an amount chosen by the Policyholder at inception of the policy and is as specified in the Schedule. The total Basic Sum Insured shall not exceed Rs 50 lakhs taking into account all existing policies issued to an individual under this plan (including earlier versions of this plan) and Critical Illness Cover.
7. **Beneficiary/Claimant** means the person(s) /entity who is/are entitled to receive benefits under this Policy. The Beneficiary to whom benefits are payable is the proposer or Life Assured or his Assignee(s) under Section 38 of the Insurance Act, 1938, as amended from time to time or Nominee(s) under Section 39 of the Insurance Act, 1938, as amended from time to time 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.
8. **Continued Insurability** is the determination of insurability of Life Assured on revival of policy, to the satisfaction of the Corporation based on the information, documents and reports that are already available and any additional information in this regard if and as may be required in accordance with the Underwriting Policy of the Corporation at the time of revival.
9. **Corporation** means the Life Insurance Corporation of India established under Section 3 of the LIC Act, 1956.
10. **Date of issuance of policy/ effective date of policy** is a date when a proposal after underwriting is accepted as a policy and this contract gets effected.
11. **Date of Maturity** is the date specified in the Schedule, on which Policy Term expires.
12. **Death Benefit** means the benefit, agreed at the inception of the contract, which is payable on death of Life Assured as specified in Condition 5 of Part C of this Policy document.
13. **Date of Diagnosis** is the date on which a medical practitioner first examines the Life Assured and certifies the diagnosis of any of the specified Early Stage Cancer and/or Major Stage Cancer under this policy.
14. **Discharge form** is the form to be filled by policyholder/claimant to claim the benefits under the policy.
15. **Due Date** means a fixed date on which the policy premium is due and payable by the policyholder.
16. **Endorsement** means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Corporation.
17. **Extra Premium** means a charge due to underwriting decision, for any additional risk not provided for, in minimum contract premium.
18. **Free Look Period** is the period of 30 days from the date of receipt of the electronic or physical mode of the Policy Document, whichever is earlier, by the Policyholder to review the terms and conditions of this policy and where the policyholder disagrees to any of those terms and conditions, he/ she has the option to return this policy as detailed in Condition -7 of Part D of this Policy document.
19. **Government Security (G-Sec)** in this Policy Document refers to the tradeable instruments issued by Central Government for various durations, declared as benchmark securities corresponding to the stated tenors, by Reserve Bank of India.
20. **Grace period** is the time granted by the insurer from the due date for the payment of premium, without any penalty/ late fee, during which time the policy is considered to be in force with continuation of benefits without any interruption as per the terms and conditions of the Policy.
21. **In-force Policy** means a policy in which all due premiums have been paid and the premiums are not outstanding beyond grace period.
22. **IRDAI** means Insurance Regulatory and Development Authority of India earlier called as Insurance Regulatory and Development Authority (IRDA).
23. **Lapse** is the status of the Policy when a due premium is not paid within the grace period.
24. **Life Assured** is the person on whose life the insurance cover has been accepted.
25. **Maturity Benefit** means the benefit, which is payable on maturity. Under this policy no Maturity Benefit is payable.
26. **Material information** is the information already known to the Life Assured at the time of obtaining a policy which has a bearing on underwriting and hence acceptance of the proposal /Policy submitted.
27. **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 but excluding the Insured/Policyholder himself or a close family member of the Insured.
28. **Minor** is a person who has not completed 18 years of age.
29. **Nomination** is the process of nominating a person(s) who is(are) named as "Nominee(s)" in the proposal form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of section 39 of the Insurance Act, 1938 as amended from time to time.
30. **Nominee(s)** is the person(s) nominated by the Policyholder who is (are) authorized to receive the claim benefit payable under this Policy and to give a valid discharge to the Corporation on settlement of the claim.
31. **Policy Anniversary** means one year from the date of issuance of the Policy and the same date falling each year thereafter, till the date of maturity.
32. **Policy/Policy Document** means this document along with endorsements, if any, issued by the Corporation which is a legal contract between the Policyholder and the Corporation.
33. **Policyholder** is the legal owner of this policy.
34. **Policy month** means one month from the date of issuance of the policy and the same date falling each month thereafter.

35. **Policy term** is the period, in years as chosen by the policyholder & mentioned in the Schedule, commencing from the Date of issuance of policy to the Date of Maturity specified in the Schedule.
36. **Policy year** is the period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day.
37. **Pre-existing condition** is defined as a cancer condition (primary or metastatic); precancerous condition or related condition(s):
 - i. That is/are diagnosed by a physician within 48 months prior to the effective date of policy or date of revival of the policy; or
 - ii. For which medical advice or treatment was recommended by, or received from, a Physician within 48 months prior to the effective date of policy or date of revival of the policy.
38. **Premium** is the contractual amount payable by the Policyholder at specified times periodically as mentioned in the schedule of this Policy Document to secure the benefits under the policy. The term 'Premium' used anywhere in this Policy Document does not include any taxes.
39. **Proposer** is a person who proposes the life/ health insurance proposal.
40. **Revival** of a policy means restoration of the policy, which was discontinued due to non-payment of premium, by the insurer with all the benefits mentioned in the policy document, upon the receipt of all the premiums due and other charges or late fee, if any, as per the terms and conditions of the policy, upon being satisfied as to the **Continued Insurability** (as defined above) of the Life Assured.
41. **Revival Period** is the period of five consecutive years from the date of first unpaid premium, during which period the policyholder is entitled to revive the policy which was discontinued due to the non-payment of premium.
42. **Schedule** is the part of policy document that gives the specific details of your policy.
43. **Surrender** means complete withdrawal / termination of the entire policy before the date of maturity.
44. **Surrender Value** means an amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of this policy.
45. **Tabular premium** is the premium for the chosen Basic Sum Insured based on the age of the Life Assured, gender, policy term and benefit option without application of any rebate, taxes and extra premiums, if any.
46. **Underwriting** is the term used to describe the process of assessing risk and ensuring that the cost of the cover is proportionate to the risks faced by the individual concerned. Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium or modified terms, if any, is taken.
47. **UIN** means the Unique Identification Number allotted to this plan by the IRDAI.

PART- C: BENEFITS

The following benefits are payable under an in-force policy:

1. **Benefit Options:** The policyholder has to choose one of the following two benefit options at the time of taking the policy.

Option I **Level Sum Insured:** Under this option, the Basic Sum Insured shall remain unchanged throughout the policy term.

Option II **Increasing Sum Insured:** Under this option, Sum Insured under the policy shall increase by 10% of Basic Sum Insured each year for first five years starting from the first policy anniversary or until the diagnosis of first event of any cancer, whichever is earlier. On diagnosis of any specified Cancer as mentioned in Condition 9(A) of Part C, all the claims payable under the policy shall be based on the Increased Sum Insured at the policy anniversary coinciding or prior to the diagnosis of the first claim and further increase to this Sum Insured will not be applicable.

The benefits payable under the Policy shall be based on the Applicable Sum Insured, -where, the Applicable Sum Insured shall be equal to-

- The Basic Sum Insured for policies taken under Option I; or
- Basic Sum Insured during first year and Increased Sum Insured thereafter, as per the provisions detailed in Option II.

The option chosen under this policy is mentioned in the Schedule.

2. **Early Stage Cancer Benefit:** Provided the policy is in-force, on first diagnosis, before the stipulated date of maturity, of any one of the Early Stage Cancers as mentioned in Condition 9 (A) I of Part C, and if the same is admissible then the following benefits are payable subject to Conditions and Restrictions as mentioned in this document:

(a) **Lump sum benefit:** 25% of Applicable Sum Insured shall be payable.

(b) **Premium Waiver Benefit:** Premiums for next three policy years or balance policy term, whichever is lower, shall be waived from the policy anniversary coinciding or following the date of diagnosis.

3. **Major Stage Cancer Benefit:** Provided the policy is in-force, on first diagnosis, before the stipulated date of maturity, of any of the Major Stage Cancers as mentioned in Condition 9(A) II of Part C, and if the same is admissible then the following benefits are payable subject to Conditions and Restrictions as mentioned in this document:

(a) **Lump Sum:** 100% of Applicable Sum Insured less any previously paid claims in respect of Early Stage Cancer shall be payable

(b) **Income Benefit:** In addition to the above lump sum benefit, Income Benefit of 1% of Applicable Sum Insured shall be payable on each policy month following the payment of Lump Sum as mentioned in the above Condition 3(a) of Part C, for a fixed period of next ten years irrespective of the survival of the Life Insured and even if this period of 10 years goes beyond the policy term. In case of death of the Life Assured while receiving this Income Benefit, the remaining payouts, if any, will be paid to his/her nominee.

- (c) **Premium Waiver Benefit:** All the future premiums shall be waived from the next policy anniversary and the policy shall be free from all liabilities except to the extent of Income Benefit as specified above.
4. **Maturity Benefit:** No maturity Benefit is payable under this plan.
5. **Death Benefit:** No death benefit is payable under this plan.
6. **Payment of Premiums:**
- (a) The policyholder has to pay the premium on the due dates as specified in the Schedule of this Policy Document along with taxes, if any, as applicable from time to time.
 - (b) In case of diagnosis of any Early Stage or Major Stage Cancer under an in-force policy wherein all the premiums due till the date of diagnosis have been paid and where the mode of payment of premium is other than yearly, balance premium(s), if any, falling due from the date of diagnosis and before the next policy anniversary shall be deducted from the claim amount.

The Corporation does not have any obligation to issue a notice that premium is due or for the amount that is due.

7. **Grace period:** A grace period of 30 days shall be allowed for payment of yearly or half-yearly premiums from the date of First unpaid premium. If the premium is not paid before the expiry of the days of grace, the Policy lapses and all the benefits payable under this Policy will cease.

If the diagnosis of any Early Stage or Major Stage Cancer occurs within the grace period but before the payment of the premium then due, the policy will still be valid and the benefits shall be paid after deductions of the said unpaid premium as also the balance premium(s), if any, falling due from the date of diagnosis and before the next policy anniversary.

8. **Review of Premiums:** The premium rates are guaranteed for a period of first 5 years from the date of issuance of the policy. Based on the experience of the portfolio under this plan, the Corporation reserves the right to revise the premium rates any time after the completion of 5 policy years starting from the date of issuance of the policy, the premium rates for future years will be subject to applicable revised rates. However, such revised rates shall be guaranteed for a further period of at least 5 years. The installment premium on each review will be based on age at entry i.e. age as on the date of issuance of policy and original policy term.

Any such revision in premium rates under a policy after the approval from the Authority shall be notified to each policy holder at least ninety days prior to the date when such revision or modification comes into effect. However, the Life Assured shall have the right to discontinue this plan in case the revised installment premium is not acceptable.

9. **Conditions And Restrictions:**

(A) The list and definitions of the Cancer covered under this plan:

I. Early Stage Cancer:

The diagnosis of any of the listed below conditions must be established by histological evidence and be confirmed by a specialist in the relevant field.

a. Carcinoma-in-situ (CIS):

Carcinoma-in-situ means the presence of malignant cancer cells that remain within the cell group from which they arose. It must involve the full thickness of the epithelium but does not cross basement membranes and it does not invade the surrounding tissue or organ. The diagnosis of which must be positively established by microscopic examination of fixed tissues.

b. Prostate Cancer – early stage:

Early Prostate Cancer that is histologically described using the TNM classification as T1N0M0 with a Gleason Score 2 (two) to 6(six).

c. Thyroid Cancer – early stage:

All thyroid cancers that are less than 2.0 cm and histologically classified as T1N0M0 according to TNM classification.

d. Bladder Cancer – early stage:

All tumors of the urinary bladder histologically classified as TaN0M0 according to TNM classification.

e. Chronic Lymphocytic Leukaemia – early stage:

Chronic Lymphocytic Leukaemia categorized as stage 0 (zero) to 2 (two) as per the Rai classification.

f. Cervical Intraepithelial Neoplasia:

Severe Cervical Dysplasia reported as Cervical Intraepithelial Neoplasia 3 (CIN3) on cone biopsy.

The following are specifically excluded from all early stage cancer benefits (Exclusions):

- a. All tumors which are histologically described as benign, borderline malignant, or low malignant potential
- b. Dysplasia, intra-epithelial neoplasia or squamous intra-epithelial lesions
- c. Carcinoma in-situ of skin and Melanoma in-situ

II. Major Stage Cancer:

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded from major stage cancer benefits (Exclusions):

- a. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- b. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- c. Malignant melanoma that has not caused invasion beyond the epidermis;
- d. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- e. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- f. Chronic lymphocytic leukaemia less than RAI stage 3
- g. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- h. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs.

Provided below is the explanation of TNM and Rai classification:

TNM Classification:

TNM classification referenced above is as per the 7th edition 2010 AJCC Cancer Staging Manual. A brief explanation of the TNM classification is provided below.

The TNM classification system is internationally recognized and is used to stage and measure a tumour. The “T” element measures the size and extent of the primary tumour, “N” element measures the degree of spread to regional lymph nodes and the “M” element measures the presence of distant metastasis (spread of cancer from one part of the body to another part of the body).

Rai Classification:

Any reference to ‘Rai classification’ will be in accordance to the table mentioned below

Stage	Description
0	Lymphocyte count >15,000/mm ³ (15 x 10 ⁹ /L) No other abnormalities i.e. no lymph nodes, no hepatosplenomegaly, hemoglobin >11 g/dl, platelets >100,000/mm ³
I	Lymph nodes present
II	Enlarged liver or spleen
III	Anemia - hemoglobin <11 g/dl
IV	Thrombocytopenia - platelets <100,000/mm ³

- (B) Early Stage Cancer Benefit shall be payable only once for the first ever event and Life Assured shall not be entitled to make another claim for the Early Stage Cancer of same or any other cancer. However, the coverage for the Major Stage Cancer under the policy shall continue until the policy terminates.
- (C) Once a Major Stage Cancer Benefit is paid no payment for any future claims under Early Stage Cancer or Major Stage Cancer would be admissible.
- (D) Total benefit under the Policy including Early Stage Cancer Benefit and Major Stage Cancer Benefit as specified in Condition 2 and 3 of Part C shall not exceed the maximum claim amount of 220% of Applicable Sum Insured.
- (E) If the life assured claims for different stages of the same Cancer at the same time, the benefit shall only be payable for the higher claim admitted under the policy. However, such benefit shall be payable only after 7 days survival period from the date of diagnosis of such Major Stage Cancer.
- (F) If there is more than one Cancer diagnosed in an event, the Corporation will only pay one benefit. That benefit will be the amount relating to the stage of Cancer which has the highest benefit amount. However, such benefit shall be payable only after 7 days survival period from the date of diagnosis of such Cancer.
- (G) **Waiting Period:** A waiting period of 180 days will apply from the date of issuance of policy or date of revival of risk cover whichever is later, to the first diagnosis of “any stage” cancer. “Any stage” here means all stages of Cancer that occur during the waiting period. This would mean that the benefit covered under this policy is not applicable and the policy shall terminate if any stage of Cancer occur:
 - (1) At any time on or after the date of issuance of the Policy but before the expiry of 180 days reckoned from that date; or
 - (2) Before the expiry of 180 days from the Date of Revival.
- (H) **Survival period:** No benefit is payable under the policy if the Life Assured dies within a period of 7 days from Date of Diagnosis of any of the specified Early Stage Cancer or Major Stage Cancer. The 7 days survival period includes the date of diagnosis.

Benefit under this plan shall be payable subject to fulfilling all of the below criteria:

- a. 7 days survival period from the date of diagnosis
- b. Signs and symptoms relevant to the cancer should have been present and documented before death
- c. All investigations to confirm the diagnosis of cancer should have been done before the death of the insured.
- d. Satisfaction of the cancer definition as per the policy condition

(I) Exclusions:

The Corporation shall not be liable to pay any of the benefits under this policy and the policy will stand cancelled, if the covered conditions resulting directly or indirectly from any of the following causes:

- (a) Any Pre-Existing Condition
- (b) If the diagnosis of a Cancer was made within 180 days from the Date of issuance of policy or date of revival of risk cover whichever is later;
- (c) For any medical condition or any medical procedure arising from the donation of any of the Life Assured's organs;
- (d) For any medical conditions suffered by the Life Assured or any medical procedure undergone by the Life Assured, if that medical condition or that medical procedure was caused directly or indirectly by alcohol or drug (except under the direction of a registered medical practitioner)
- (e) For any medical condition or any medical procedure arising from nuclear contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

PART – D: CONDITIONS RELATED TO SERVICING ASPECTS

1. Proof of Age: The premium has been calculated on the age of the Life Assured as declared in the Proposal Form.

In case the age of Life Assured is mis-stated in the Proposal Form and correct age is found to be different (higher or lower) than such age, without prejudice to the Corporation's other rights and remedies, including the provisions under the Insurance Act, 1938, as amended from time to time, Corporation shall check the eligibility of the Life Assured based on the correct age as on the date of issuance of the Policy and the following action shall be taken:

If the Life Assured remains eligible for the Policy:

The premium for the Policy shall be recalculated on the Basic Sum Insured for the correct age at entry, and the revised premium shall be payable by the Policyholder within the time period specified by the Corporation. Further, accumulated difference between the premiums for the correct age and the original premiums, from the issuance of the Policy upto the date of payment of revised premium shall be paid to the Corporation with interest at such rate as fixed by the Corporation from time to time. -The Policy shall be terminated on non payment of full outstanding premium and applicable interest after the expiry of time period for payment specified by the Corporation.

If the correct age is found to be lower than the declared age, excess premium collected shall be refunded without interest.

If the Life Assured is ineligible for the Policy:

The Policy will be terminated and nothing shall be payable and the premiums paid thitherto are also not refundable.

2. Forfeiture and Non-forfeiture Regulations:

Forfeiture Regulations:

- (i) If the premium has not been paid within the Grace Period, then all the benefits under this Policy shall cease after the expiry of grace period from the date of first unpaid premium and nothing shall be payable and the premiums paid thitherto are also not refundable.
- (ii) **Forfeiture in Certain Other Events:** In case any condition herein contained or endorsed hereon be contravened or in case it is found that any untrue or incorrect statement is contained in the proposal, personal statement, declaration and connected documents or any material information is withheld, then and in every such case this policy shall be void and all claims to any benefit by virtue hereof shall be subject to the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

Non-forfeiture Regulations: This provision do not apply to this plan as it does not acquire any paid up value and the plan benefits cease to apply if the Policy is in lapsed condition.

3. Revival of lapsed Policies: An Insurance Policy would lapse on non- payment of due premium within the days of grace. A policy in lapsed condition may be revived during the lifetime of the Life Assured, but within the Revival Period and before the Date of Maturity, as the case may be. The revival shall be effected on payment of all the arrears of premium(s) together with interest (compounding half-yearly) at such rate as may be fixed by the Corporation from time to time and on satisfaction of Continued Insurability of the Life Assured on the basis of information, documents and reports that are already available and any additional information in this regard if and as may be required in accordance with the Underwriting Policy of the Corporation at the time of revival, being furnished by the Policyholder/Life Assured/Proposer.

The Corporation, however, reserves the right to accept at original terms, accept with modified terms or decline the revival of a discontinued policy. The revival of the discontinued policy shall take effect only after the same is approved, accepted and the revival receipt is issued by the Corporation.

The rate of interest applicable for revival under this plan for every 12 months' period from 1st May to 30th April shall not exceed 10 year G-Sec Rate p.a. compounding half-yearly as at the last trading day of previous financial year plus 3% or the yield earned on the Corporation's Non-Linked Non-Participating fund plus 1%, whichever is higher. For the 12 months' period commencing from 1st May, 2022 to 30th April, 2023, the applicable interest rate shall be 9.50% p.a. compounding half-yearly. The basis for determination of interest rate for policy revival is subject to change.

Waiting period, survival period and Exclusions as described in Part C shall also be applicable on revival.

No benefit will be paid for an event that occurred during the lapse period till the Date of Revival when the Policy was in a discontinued state.

Further, if the premium review date falls during the revival period and revival is done after the premium review date, the premium before and after the review date may be different on account of revision in rates. In such a case the rates as applicable on respective due date shall apply.

The policy will terminate at the end of revival period if the same is not revived.

4. **Surrender:** No surrender value is available under the policy.
5. **Policy Loan:** No loan shall be allowed under the policy.
6. **Termination of the policy:** The policy shall be terminated upon the happening of the first of the following events.
 - (i) On the death of the Life Assured; or
 - (ii) On the date of maturity; or
 - (iii) On payment of the Major Stage Cancer, however, Income Benefit shall continue to be payable as and when due; or
 - (iv) On the diagnosis of any stage cancer during the waiting period; or
 - (v) On cancellation of the policy by the Life Assured or insurer; or
 - (vi) On expiry of revival period; or
 - (vii) On grounds of misrepresentation, fraud, non-disclosure or non-cooperation of the insured; or
 - (viii) In case the policyholder does not renew the policy after premium review, if any.
7. **Free look period:** During the Free Look period of 30 days from the date of receipt of the electronic or physical mode of the Policy document, whichever is earlier, by the policyholder, if the 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 the proportionate risk premium for the period of cover (shall not be applicable during the waiting period) and charges for stamp duty.

PART- E

Not Applicable.

PART – F: OTHER TERMS AND CONDITIONS

1. **a) Assignments:** Assignment is allowed under this plan as per section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are contained in **Annexure - I** of this Policy Document.
The notice of assignment should be submitted for registration to the office of the Corporation, where the policy is serviced.
b) Nominations: Nomination by the holder of a policy of life assurance on his/her own life is allowed as per section 39 of the Insurance Act, 1938 as amended from time to time. The current provisions of section 39 are contained in **Annexure-II** of this Policy Document. The notice of nomination or change of nomination should be submitted for registration to the office of the Corporation, where the policy is serviced. In registering nomination the Corporation does not accept any responsibility or express any opinion as to its validity or legal effect.
2. **Tax:** Statutory Taxes, if any, imposed on such insurance plans by the Government of India or any other constitutional tax authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.

The amount of applicable taxes, as per the prevailing rates, shall be payable by the policyholder on premiums including extra premium(s), if any, which shall be collected separately over and above in addition to the premiums payable by the policyholder. The amount of tax paid shall not be considered for the calculation of any benefits payable under the plan.
3. **Normal requirements for a claim:** Within 120 days from the date on which any of the contingencies mentioned under definitions of Early Stage Cancer or Major Stage Cancer herein above has occurred, full particulars hereof must be notified in writing to the office of the Corporation where this Policy is serviced together with the then address and whereabouts of the Life Assured. Proof, satisfactory to the Corporation of the contingency that has occurred, shall be furnished in the manner required as below:

1. Claim Form duly signed by the insured along with NEFT mandate from the Claimant for direct credit of the claim amount to the bank account;

2. Original Policy document;
3. Treating doctor certificate filled by the doctor treating the Life Assured for the diagnosed ailment. The treating doctor should be a Medical Practitioner registered in India/other country as approved by the Corporation, not being the policyholder, Life Assured or the respective partner or spouse or relatives.
4. Hospital certificate/Discharge Summary duly filled by the hospital where Life Assured was admitted.
5. Confirmatory investigations including, but not limited to, clinical, radiological, histological & laboratory evidence;
6. If the insured event requires the surgical procedure to be performed, the procedure must be the usual treatment for the condition and be medically necessary;
7. The benefit under this policy shall be payable only on confirmation of the diagnosis by a registered Medical Practitioner appointed/approved by the Corporation;
8. Any other document or information as asked for by the Corporation depending on the facts & circumstances of each case; proof of title, proof of death, medical treatment prior to the death, school/ college/ employer's certificate, whichever is applicable

However, any delay in intimation of the claim by the claimant, if any, where delay is proved to be beyond his/her control may be condoned by the Corporation.

If the claim is not settled within 30 days (or 45 days where the circumstances of claim warrant an investigation) from the date of receipt of last necessary document, then the Corporation shall be liable to pay interest at a rate 2% above the bank rate. This interest shall be payable for the period starting from the date of receipt of last necessary document. The bank rate shall be as fixed by Reserve Bank of India (RBI) at the beginning of the financial year in which claim is reviewed by the Corporation or any such interest rate as may be prescribed by IRDAI from time to time.

4. **Fraud:** If the Insured or the claimant shall make or advance any claim knowing the same to be false or fraudulent, this Policy shall immediately become void, the premiums paid as well as claims or payments under this Policy shall be forfeited. Non-disclosure of any health event or ailment/condition/sickness/Surgery which occurred prior to the taking of this Policy, or during the lapsed period of this Policy, whether such condition is relevant or not to the conditions covered under this policy shall also constitute Fraud or material non-disclosure by the Insured.
5. **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.
6. **Issuance of Duplicate Policy:** The 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, 2022, the applicable duplicate policy preparation charge is Rs 75.00. 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 Policyholder.

7. **Governing Law and Jurisdiction:** The Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.

PART – G: STATUTORY PROVISIONS

Section 45 of the Insurance Act, 1938:

The provisions of the Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable. The current provisions are contained in **Annexure-III** of this Policy Document.

Grievance Redressal Mechanism:

Of the Corporation:

The Corporation has Grievance Redressal Officers at Branch/ Divisional/ Zonal/ Central Office to redress grievances of customers. For ensuring quick redressal of customer grievances the Corporation has introduced Customer friendly Integrated Complaint Management System through our Customer Portal (website) which is <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 - 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.

For Senior Citizens:

Email address: co_healthsc@licindia.com

Health Toll free Number: 18004259876

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 Redressal 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 a-<https://bimabharosa.irdai.gov.in>
- Address for sending the complaint through courier /letter:
General Manager Consumer Affairs Department, Grievance Redressal Cell, 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 these terms and conditions, 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.

Assignment – As per Section 38 of the Insurance Act, 1938

(1) A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.

(2) An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section(1), where it has sufficient reason to believe that such transfer or assignment is not bonafide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.

(3) The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policy-holder giving notice of such transfer or assignment.

(4) Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.

(5) Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer:

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

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

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

(7) Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.

(8) Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

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

(9) Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this section.

(10) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that-

- a. The proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or
- b. The insured surviving the term of the policy, shall be valid:

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

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

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 proceed 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.

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.