

POLICY DOCUMENT- HDFC Life Group Term Insurance

Unique Identification Number: << >>

This document is the evidence of a contract between HDFC Life Insurance Company Limited („We“) and the Policyholder („You“) as described in the Policy Schedule given below who shall hold the same and all Benefits payable thereunder upon trust for the benefit of the persons to whom the said Benefits are payable (i.e. Scheme Members, or their nominees). The Policy is issued pursuant to a proposal made to the Insurer by the Policyholder on the date shown in the Policy Schedule for the benefit of Scheme Members (“Proposal”).

Upon and subject to timely receipt of Premium by the Insurer from the Policyholder, the Insurer shall pay to the Policyholder, the Benefits described in the Policy, subject to the terms of the Policy. All monies payable under the Policy to the Insurer, shall be payable in Indian Rupees at the office of the Insurer identified in the Policy Schedule. Notwithstanding the date of the Proposal and the date on which the Policy is signed, the Policy shall have effect or be deemed to be effective from the date shown in the Policy Schedule as the Effective Date.

In witness whereof, this Policy is signed at the end of the Policy Schedule by a person duly authorised by the Insurer.

POLICY SCHEDULE

1. **Master Policy Number:**
<< system/operations generated >>
2. **Date of Proposal:**
<< system/operations generated >>
3. **Effective Date:**
<< system/operations service generated >>
4. **Policyholder:**
<<Name of Company/Group >>
5. **Name of the Scheme:**
<NAME of Scheme >
6. **Policy Provisions:**
The Standard Provisions set out in the booklet/Policy and the Additional Provisions set out in their corresponding booklet/Policy issued by the Insurer.
7. **Effective Date / Latest Annual Renewal Date :**
<Date, Month and Year >
8. **Next Annual Renewal Date:**
<Date, Month and Year >
9. **Eligibility Criteria:**
10. **Minimum Entry Age [XX]:**
11. **Maximum Entry Age [YY]:**
12. **Normal Retirement Age:**
13. **Premium Payable in Advance:**
<Amount >
14. **Service Tax Payable in Advance:**
<Amount >
15. **[Name of other levies] Payable in Advance:**
<Amount >
16. **Frequency of Premium:** << Annual/Half-yearly/ Quarterly/ Monthly >>
17. **Sum Assured:**
As per Annexure
18. **Riders selected: #**
Accidental Death benefit
Details are given only for those riders selected
Note: Rider benefit cannot exceed main benefit.
Full member details as per Annexure
19. **Office at which Monies are payable:**
Signed at Mumbai on <<>>

For HDFC Life Insurance Company Limited

Authorised Signatory

Note: Kindly note that name of the Company has changed from "HDFC Standard Life Insurance Company Limited" to "HDFC Life Insurance Company Limited".

In case you notice any mistake, you may return the Policy document to us for necessary correction.

SPACE FOR ENDORSEMENTS

Part B

- (1) *Additional Policy Provisions* are as set out under Annexure I to the Policy.
- (2) *Company/Group/Policyholder*- means the Company/Group Named in the Schedule as the Policyholder.
- (3) *Effective Date*- means the date from which the Scheme shall first commence as set out in the Schedule.
- (4) *Eligible Person*- means, any person who has satisfied the eligibility criteria set out Part C Clause 2 (*Eligibility*) in the Policy.
- (5) *Entry Date*- in relation to a Scheme Member shall mean the actual date on which an Eligible Person is admitted by the Insurer as a Scheme Member.
- (6) *Member Coverage Term*- in respect of a Scheme member, means a period of 12 months commencing from the Entry Date
- (7) *Exit Date* means the date on which the insurance cover of the Scheme Member ceases due to occurrence of any of the following events:
 - a) Death of the Scheme Member,
 - b) the Scheme Member ceases to satisfy the eligibility criteria,
 - c) Master Policy being terminated or lapsed.
 - d) End of Member Coverage Term.
- (8) *EPFO* means Employees' Provident Fund Organization.
- (9) *Insurable Membership*- means the period starting from the Entry Date and ending with Exit Date.
- (10) *Insurer, Us, We*- means HDFC Life Insurance Company Limited.
- (11) *Insurance*- shall mean the insurance effected on the life of the Scheme Member.
- (12) *Lapsing Date*- means the date determined by the Insurer from which the Policy shall lapse consequent to the Policyholder being in breach of any of its obligations under the Policy and the Insurer has not exercised its right of amendment in consequence of that breach; or all Scheme Members cease to be in Insurable Membership.
- (13) *Latest Annual Renewal Date*- is the date on which the Policy is last renewed by the Insurer and is specified in the Schedule.
- (14) *Next Annual Renewal Date*- is the date on which the term of the Policy is due for renewal and is specified in the Schedule.
- (15) *Nominee*- means the person or persons who has/have been appointed by a Scheme Member to receive the death benefit under this Policy.
- (16) *Normal Retirement Age*- shall mean in the Policy, the age when an employee automatically retires from the services of the employer.
- (17) *Other Levies*- means any statutory tax or charge that the Insurer incurs when administering this Policy in the future due to changes in law.
- (18) *Policy, Master Policy*- means this Policy.
- (19) *Policy Year*- means a period starting with the Effective Date/Latest Annual Renewal Date and ending with the day before the Next Annual Renewal Date.
- (20) *Scheme*- means the Scheme named in the Schedule.
- (21) *Scheme Member*- means employee/member, on the rolls of the Company and is a member of the Employee Provident Fund (EPF) scheme.
- (22) *Sum Assured*- means the amount payable under this Policy per Scheme Member upon death during Insurable Membership subject to terms, conditions and provisions of this Policy.
- (23) *Service*- means the period of continuous service rendered by the Scheme Member as an employee of the Policyholder.
- (24) *Term*- means in respect of this Policy, a period of 12 months commencing from the Effective Date/Latest Annual Renewal Date for which life insurance cover is provided to Scheme Members.
- (25) *Terminal Date*- means the date on which the insurance cover under the Policy ceases in respect of each Scheme Member when the Policyholder fails to renew the Policy or pay the Premiums due.
- (26) Words importing the masculine gender shall include the feminine gender.
- (27) Words in the singular shall include the plural and vice versa.
- (28) Any reference to a Clause or Clauses shall be construed as a reference to a Clause or Clauses of this Policy.

Part C

1. Benefits:

- (1) *Benefits on Death*- If the Scheme Member dies during Insurable Membership, subject to Policy being in force and all due Premiums, Service Tax and any Other Levies been paid and subject to any restrictions or qualifications referred to in these Clauses, the amount specified in the Schedule as the Sum Assured for such Scheme Member shall become due to the Nominee of the Scheme Member.
- (2) *Benefits on Surrender*- In case of surrender of the Policy before the completion of the term, an amount equal to the Premium for the unexpired term of the discontinuing Scheme Members less appropriate deduction for expenses, commission and taxes and levies as applicable would be payable.

In case of such surrender of the Policy by Policyholder, the individual Scheme Member will be given an option to continue the Policy as an individual Policy till their coverage is terminated.

2. Eligibility:

- (1) All the employees/members of the Company who are members of Employees' Provident Scheme, 1952

3. Commencement of Insurance:

- (1) On the Effective Date and each Latest Annual Renewal Date, the Insurer shall grant Insurance in accordance with these Provisions in respect of each person who is an Eligible Person on that date and who is accepted by the Insurer as a Scheme Member. In the event of any other person becoming an Eligible Person during the Policy Year and the requisite Premium, Service Tax and any Other Levies being received in full by the Insurer, he shall be accepted as a Scheme Member by the Insurer immediately on the Insurer being notified and being satisfied that such person has met all the conditions of eligibility. For this purpose the Policyholder shall notify the Insurer in writing in such form and at such times as shall be prescribed by the Insurer, the names and full particulars of the persons as soon as they meet the eligibility conditions.
- (2) Thereafter any person who becomes an Eligible Person, whether required to contribute or not, shall compulsorily become a Scheme Member with immediate effect of the Insurer being notified and satisfied of the same.

4. Provision of information:

- (1) Before assuring any benefit or increase in benefit under these Provisions in respect of an Eligible Person and to determine the rights and obligations of the Insurer under these Provisions, the Policyholder must provide the Insurer with such information, data and evidence as the Insurer considers necessary in such form as required/specified by the Insurer.
- (2) In the event of any change in the name or other particulars of a Scheme Member during a Policy Year, the Policyholder must inform the Insurer of the change within 15 days of being informed of the same by the said Scheme Member or on the Policyholder becoming aware of the same, whichever is earlier
- (3) In the event of a Scheme Member ceasing to be eligible, the Policyholder must inform the Insurer of that event, within 30 days of that event. In the event of any person becoming an Eligible Person after the Effective Date, the Policyholder must inform the Insurer within 30 days of that event.
- (4) Subject to Section 45 of the Insurance Act 1938, as amended from time to time if in respect of a Scheme Member any information, data or evidence given to the Insurer proves to be incorrect, the particular Insurance in respect of such Scheme Member shall be rendered voidable, at the instance of the Insurer.
- (5) The Insurer shall not be liable for any loss of benefit resulting from errors in or omissions from any information, data or evidence given to the Insurer by the Policyholder. Where a loss of benefit is due to an error or omission by the Policyholder and the Insurer is required to pay for the benefit in full, the Insurer will pay the benefit in full and seek compensation for the error from the Policyholder.
- (6) The Insurer shall not admit a claim in respect of a Scheme Member under this Policy unless it receives the Scheme Members' death certificate or such other document that the Insurer may decide, within the legal and regulatory framework in the circumstances of a particular case. The Insurer will not accept the aforesaid documents unless it is issued by a person duly authorized to issue the same.

5. Premiums:

- (1) Prior to the Effective Date/Next Annual Renewal Date, the Insurer shall advise the Policyholder of the Premium, Service Tax and any other levies due, based on the information provided by the Policyholder.

- (2) For Scheme Members joining during the Policy Year will be charged the Premium proportionate to the duration the member is covered during the Policy Year. Any applicable levies, taxes, duties or surcharges will also be charged.
- (3) For Scheme Members leaving the Scheme during the Policy Year, a proportionate refund of the Premium after deducting any applicable levies & taxes would be made.
- (4) The amount of Sum Assured in respect of each Scheme Member may be revised on the Next Annual Renewal Date. The Policyholder can request to have the Sum Assured, in respect of a Scheme Member, revised before the Next Annual Renewal Date, a revision to the Sum Assured will be subject to the approval of the Insurer and payment of the additional Premium.
- (5) The Premiums due would be valid for the relevant Policy Year and the Premium rates would be subject to change in each Policy Year.
- (6) The Premium, Service Tax, and any Other Levies payable under these Clauses shall be payable by the Policyholder to the Insurer prior to the Effective Date or Premium due date in the case of Premiums paid more frequently than annually or within fifteen days of the date when Premium is due at renewal. In the case of any person who becomes an Eligible Person during the Policy Year, the Premium, Service Tax and any Other Levies payable in respect of that person shall be due immediately. Such person shall not be accepted as Scheme Member by the Insurer until the requisite Premium, Service Tax and any Other Levies has been received in full by the Insurer. Accordingly such person shall also not be covered up to the time the requisite Premium, Service Tax and any Other Levies is received in full by the Insurer and no benefit would become payable for such period in respect of such person. The Clause 3 mentioned above shall be subject to this condition.
- (7) Premiums under the Policy can be paid on yearly, half-yearly, quarterly or monthly basis as per the chosen Frequency of Premium Payment and as set out in the Policy Schedule or as amended subsequently.
- (8) In case a member ceases to be an eligible person during the policy year, an amount equal to the Premium for the unexpired term of the discontinuing Scheme Members less appropriate deduction for expenses, commission and taxes and levies as applicable would be payable.
- (9) Under no circumstances the Premium or any amount of Premium shall be payable by the Scheme Member. If the Policy Holder is unable to make payment of Premium for enhancement of benefits or renewal of the Policy, we will inform the concerned Regional Provident Fund Commissioner's (RPFC) office as per the regulatory requirements.
- (10) There will be a grace period of 15 days for non-annual mode policies for the payment of each Premium after the initial Premium. If a Premium is not paid within the grace period then all benefits will lapse.

Part D

1. Breach of Provisions:

- a. If at any time the Policyholder is in breach of any of its obligations under these Clauses and the Insurer has not exercised its below mentioned right under Clause 6 to deem these Clauses to have lapsed, the Insurer may amend these Clauses and any related documents supplied to the Policyholder by the Insurer in such a way as it considers necessary to compensate for the breach.
- b. Before making any such amendment the Insurer shall inform the Policyholder of the amendment it intends to make.

2. Termination of Insurance:

The Insurance on the life of a Scheme Member shall immediately terminate upon the happening of any of the following events and no benefits will be payable thereafter:

- a. non-payment of the Premium, Service Tax or any Other Levies by the Policyholder when due, OR
- b. the Scheme Member reaching the Terminal Date.

Additional Provisions describe the additional circumstances in which the Insurance will terminate.

3. Lapsing:

- a. No Sum Assured shall be payable on or after the Lapsing Date.
- b. The Insurer shall (but without penalty for failure) inform the Policyholder of the ground on which it has deemed these Provisions to have lapsed and of the date determined by it as the Lapsing Date, and may voluntarily or upon request inform the Policyholder of the conditions, if any, upon which it is prepared to reinstate the Policy.
- c. The Company will consider requests from Policyholders to revive lapsed policies, provided such requests are received within the outstanding period in the Policy Year. Any agreement to revive would be subject to the board approved underwriting policy.

4. Reinstatement:

If the Premium is not received at the Scheme Renewal Date and the cover expires, the Insurer will consider requests from Policyholder to reinstate the Policy. Such reinstatement shall be as per the board approved underwriting policy. Reinstatements will be allowed only within 30 days of the renewal date.

5. Nomination:

The member of the Policyholder of a life insurance can nominate a person/ persons in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 39 is enclosed in Annexure I for reference

6. Terms and Conditions:

- a. The Insurer has the right to discontinue the Policy, on the Next Annual Renewal Date, with prior intimation, given in writing, to the Policyholder. On the same date, the Insurer also has the right to vary the Policy Provisions and the Schedule after intimating the Policyholder in writing.
- b. The Insurer shall conduct a surprise inspection of the records of the Policyholder to ensure compliance with these Policy Provisions and Scheme Rules or the Policyholder's auditors will certify compliance of the same.
- c. The Policyholder before seeking for exemption with EPFO from EDLI Scheme should ensure that the Group Term Insurance Policy is in force on the date of seeking such exemption.

7. Other Provisions:

- a. The Policyholder will act for and on behalf of the Scheme Members in all matters relating to the Scheme and every act done by agreement made with and notice given to the Insurer by the Policyholder shall be binding on the Scheme Members.
- b. The Insurance effected in favour of the Policyholder has no paid up or maturity values. Any statutory levy or charges including any tax may be charged to the Policyholder either now or in future by the Insurer. The benefits under the Policy may be charged or alienated in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time must be given to the Insurer, to enable the Insurer to record the same.

8. Loans:

There is no facility of loan available from us under this Policy.

9. Free Look Cancellation:

In case the Policyholder is not agreeable to any of the provisions stated in the Policy, the Policyholder has an option to return the Policy to the Insurer stating the reasons thereof, within 15 days from the date of receipt of the Policy. On receipt of your letter along with the original Policy document, we shall arrange to refund the Premium received less applicable statutory deductions.

A Policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Policy.

Part E

1. Additional Servicing Charges

Nil

Part F

1. Exclusions:

Nil

2. Claims Procedure:

- (1) The Policyholder shall inform the Insurer about the death of a Scheme Member and shall file a claim with the Insurer on behalf of the Nominee of the deceased Scheme Member in the form prescribed by the Insurer and accompanied by all relevant documents as may be required by the Insurer.
- (2) The Insurer shall pay the claim amount within 30 days of receipt of claim, complete in all respect, in relation to the death benefit to the Nominee of the deceased Scheme Member.
- (3) The documents required for processing a death claim are:
 - i. Claim form;
 - ii. Death Certificate issued by Government / Municipal Authority;
 - iii. Cause of death Certificate issued by the treating doctor;
 - iv. A cancelled personalised cheque with account no. and IFSC code. Where the cheque is not personalised, a latest bank statement (not more than 3 months old) or copy of passbook (where account number and IFSC code is mentioned).

Additional requirement in case Accidental Death Benefit Rider is attached to the Policy:

- i. Copy of Police records viz. First Information Report; Police Panchnama / Inquest report attested by the Police Authority;
- ii. Copy of Post Mortem report attested by the issuing Hospital Authority.

We reserve rights to call for any additional requirement on a case-to-case basis.

The documents required for rider claims will be intimated to the Policyholder at the time of the claim.

3. Issuance of Duplicate Policy:

The Policyholder may request for a duplicate copy of the Policy at HDFC Life offices along with relevant documents. Additional charges may be applicable for issuance of the duplicate Policy.

4. Incorrect Information and Non-Disclosure:

Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. Simplified version of the provisions of Section 45 is enclosed in Annexure II for reference

5. Service Tax and Education Cess

As per the current laws, Service Tax and Education Cess is applicable on life insurance Premium and is payable in addition to the Premium amount specified in the Policy Schedule. Any other taxes or statutory levy applicable in future including changes in the rate of any of the above may become payable by you by any method including by levy of an additional monetary amount in addition to the Premium.

6. Modification, Amendment, Re-enactment of or to the Insurance laws and rules, regulations, guidelines, clarifications, circulars etc. thereunder:

- (1) This Policy is subject to-
 - (i) The Insurance Act, 1938, Amendments, modifications (including re-enactment) as may be made from time to time, and
 - (ii) Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc as may be introduced thereunder from time to time.
- (2) We reserve the right to change any of these Policy Provisions / terms and conditions in accordance with changes in applicable Regulations or Laws and where required, with IRDAI's approval.

- (3) We are required to obtain prior approval from the Insurance Regulatory and Development Authority of India before making any material changes to these provisions, except for changes of regulatory / statutory nature.
- (4) We reserve the right to require submission by You of such documents and proof at all life stages of the Policy as may be necessary to meet the requirements under Anti- money Laundering/Know Your Customer norms and as may be laid down by IRDAI and other regulators from time to time when the same are notified by the authorities for this/similar plans.

7. Notices:

Any notice, direction or instruction given to Us, under the Policy, shall be in writing and delivered by hand, post, facsimile or from registered electronic mail ID to:

HDFC Life Insurance Company Limited, 11th Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

Registered Office: Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

E-mail: groupoperations@hdfclife.com

Or such other address as may be informed by Us.

Similarly, any notice, direction or instruction to be given by Us, under the Policy, shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail ID to the updated address in the records of the Insurer.

You are requested to communicate any change in address, to the Insurer supported by the required address proofs to enable the Insurer to carry out the change of address in its systems. The onus of intimation of change of address lies with the Policyholder. An updated contact detail of the Policyholder will ensure that correspondences from the Insurer are correctly addressed to the Policyholder at the latest updated address.

8. Jurisdiction:

This Policy shall be governed by the laws of India. The Courts of Mumbai shall have the exclusive jurisdiction to settle any disputes arising under this Policy.

9. General:

- (1) Any information needed to administer the Policy must be furnished by the Policyholder.
- (2) If the information provided by the Policyholder in the application form is incorrect or incomplete, the Insurer reserves the right to vary the Benefits which may be payable.
- (3) The Insurer reserves the right to change any of these Policy Provisions if it becomes impossible or impractical to observe or execute the Provisions hereunder.
- (4) The Policyholder will be responsible and liable for making payment, including payment of Benefits, in the appropriate form to the Scheme Member(s) or to his/her nominee or to another scheme as transfer value or to any annuity provider, as applicable.
- (5) The Insurer can check/inspect/audit, at any time, if the Benefits are being paid to the correct person as and when due.

Part G

1. Complaint Resolution Process:

- (i) The customer can contact us on the below mentioned number/id in case of any complaint/ grievance:

Contact number: 6751 6218/6215

E-mail: groupoperations@hdfclife.com

- (ii) All grievances (Service and sales) received by the Insurer will be responded to within the prescribed regulatory Turn Around Time (TAT) of 14 days.
- (iii) Written request or email from the registered email id is mandatory.
- (iv) If required, we will investigate the complaints by taking inputs from the customer over the telephone or through personal meetings.
- (v) The following is the escalation matrix in case there is no response within the prescribed timelines or if you are not satisfied with the response. The number of days specified in the below- mentioned escalation matrix will be applicable from the date of escalation.

Level	Contact	Response Time
1st Level	Sr. Manager – Group Operations	10 working days
2nd Level (for response not received from Level 1)	Vice President - Group Operations	10 working days
Final Level (for response not receive from Level 2)	Sr. Vice President- Underwriting, Claims and Operations	3 working days

You are requested to follow the aforesaid matrix to receive satisfactory response from us.

In the event the Scheme Member is dissatisfied with the response provided by us, Scheme Member may approach the Insurance Ombudsman of that region. The contact details of the Insurance Ombudsman are provided below.

2. Details and addresses of Insurance Ombudsman:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380014. Tel.:- 079-27545441/27546139 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat , Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009.	Orissa

	Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	
Bengaluru	Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, Bengaluru – 560025. Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160017. Tel.:- 0172-2706468/2705861 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
NEW DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110002. Tel.:- 011-23237539/23232481 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
Jaipur	Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Rajasthan
KOCHI	Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Kerala , Lakshadweep , Mahe – a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, KOLKATA-700072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email: bimalokpal.kolkata@gbic.co.in	West Bengal , Bihar , Jharkhand and Andaman & Nicobar Islands, Sikkim

LUCKNOW	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	Uttar Pradesh and Uttaranchal
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
Pune	2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, PUNE – 411030. Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

3. Power of Ombudsman:

The Ombudsman may receive and consider-

- (i) complaints under rule 13 of Redressal of Public Grievances Rules , 1998;
- (ii) any partial or total repudiation of claims by the Insurer;
- (iii) any dispute in regard to Premium paid or payable in terms of the Policy;
- (iv) any dispute on the legal construction of the Policy insofar as such disputes relate to claims;
- (v) delay in settlement of claims;
- (vi) non-issue of any insurance document to customers after receipt of Premium.

4. Manner in which complaint is to be made :

- (i) Policyholder who has a grievance against the Insurer, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Insurer complained against is located.
- (ii) The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the Insurer against which the complaint is made, the fact giving rise to complaint supported by documents, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
- (iii) No complaint to the Ombudsman shall lie unless -
 - (a) The complainant had before making a complaint to the Ombudsman made a written representation to the Insurer named in the complaint and either the Insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the Insurer received his representation or the complainant is not satisfied with the reply given to him by the Insurer;
 - (b) The complaint is made not later than one year after the Insurer had rejected the representation or sent its final reply on the representation of the complainant; and
 - (c) The complaint is not on the same subject-matter, for which any proceedings before any court, or Consumer Forum or arbitrator is pending or were so earlier.

5. “If you are not satisfactory with the response or do not receive a response from us within 14 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

Email ID: complaints@irda.gov.in

You can also register your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh

Fax No: 91- 40 – 6678 9768”

Annexure I

Section 39 - Nomination by member of the policy

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dtd 26.12.2014. The extant provisions in this regard are as follows:

- (1) The member of 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 member of policyholder may appoint any person to receive the money secured by the policy in the event of member'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 member of 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 member of the policyholder whose life is insured, if the nominees die before the member, the proceeds are payable to member of the 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 member of the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the member of the policyholder unless it is proved that member of the 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 member of the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- (15) The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).
- (16) If member of the policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- (17) The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws

(Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 for complete and accurate details.]

Annexure II

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Ordinance dtd 26.12.2014 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 policywhichever 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 policywhichever 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.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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