

**Policy Document – Bharti AXA Life Pradhan Mantri Jeevan Jyoti Bima Yojana
Non Linked – Non Participating Group Insurance Plan**

Part A

Bharti AXA Life Pradhan Mantri Jeevan Jyoti Bima Yojana

Dear <<Policyholder>>,

Thank you for choosing Bharti AXA Life as your preferred financial protection partner. I extend a warm welcome to you on behalf of the Bharti AXA Life team. It will always be our endeavor to offer you a delightful experience.

We request you to carefully go through the contents of your enclosed Policy to ensure that the features and benefits are as per your requirements. The Policy consists of the following:

- **Policy Schedule**
- **Policy Document / Bond**
- **Copy of your proposal form.**

We request you to once again go through the signed proposal form submitted by you enclosed herewith while applying for the policy. Kindly note that, any non-disclosure or incorrect disclosure of information including medical history may lead to necessary action as per the applicable laws.

We will be pleased to be of any assistance, please call us on our toll-free EASY ACCESS helpline at 1800-102-4444 or just SMS SERVICE to 56677 and we will be in touch within 24 hours. Alternatively, you may e-mail us at service@bharti-axalife.com

We hope you experience the Bharti AXA Life difference.

Yours sincerely,

A S Rajesh
Senior Vice President
Bharti AXA Life Insurance Company Ltd.

Registered Office: Unit No. 1904, 19th Floor, Parinee Crescenzo, 'G' Block, Bandra Kurla Complex, BKC Road, Behind MCA Ground, Bandra East, Mumbai -400051

Customer Care No. : 1800 102 4444, SMS: SERVICE to 56677, Email: service@bharti-axalife.com.
Visit us at: www.bharti-axalife.com, IRDA of India Regn No: 130. CIN - U66010MH2005PLC157108

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Non Linked – Non Participating Group Insurance Plan**

Policy Preamble

Bharti AXA Life Pradhan Mantri Jeevan Jyoti Bima Yojana is a Non-linked Non-Participating One Year Renewable Group Term Insurance Plan.

The Policy Holder	
1. Proposal Form dated	<< dd/mm/yyyy >>
2. Type of Group	Non Employer Employee group
3. Master Policy Number	<< allotted by Operations >>
4. Name of the Master Policyholder	<< Legal name of the master policyholder, in full >>
5. Address	<< full mailing address of the master policyholder >>

Policy Information	
1. Policy Commencement Date	<<DD/MM/YYYY>>
2. Annual Renewal Date (ARD)	1 st June every year
3. Death Benefit	Rs. 200,000 per member
4. Premiums to be paid by	The Master Policyholder / Members / Partly by the Master policyholder, Central or State Government and Members, as the case may be

The Group, as on date of commencement	
1. Entry age range covered	18 years (age last birthday) to 50 years (age nearest birthday)
2. Maximum Cover ceasing age	55 years (nearest birthday)

Premium Payment Summary (All amounts in INR)	
Premium for the product*	<< INR _____ >>

** Any applicable taxes and/or any other statutory levy/ duty/ surcharge on your premiums, as notified by the Central and/or State Government from time to time as per the provisions of the prevalent tax law*

The stamp duty of Rs <<.... >> (Rupees.....only) paid by pay order, vide receipt no. <<.....>> dated << ... >>. Government notification Revenue and Forest Department No. Mudrank <<.....>> dated <<.....>>

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Part B

Definitions: (meaning of technical words used in Policy Document)

- a) **“Annual Renewal Date”** means the same date at the end of each policy anniversary as the Policy Commencement Date.
- b) **“Beneficiary (ies)/Nominee”** means the individual/(s) specified by the Life Insured to receive the Benefit in the event of the death of the Life Insured while the Coverage is in force and whose name/(s) have been entered in the records kept by the Policyholder as being eligible for the Benefits under the Policy and notified to the Company including any change of the specified Individual which the Life Insured/Lives Insured intimates in writing to the Company.
- c) **“Certificate of Insurance”** means the certificate issued to an Insured Member by the Company to confirm his coverage under the Policy. Coverage in respect of an Insured Member shall commence from the Date of Entry or Date of enrolment mentioned therein and will be subject to term & conditions of the Policy.
- d) **“Coverage”** means the life insurance effected in respect of the Life Insured under the Policy and as mentioned in the Certificate of Insurance.
- e) **“Date of Entry or Date of enrolment”** shall mean the date on which an Eligible Member becomes an Insured Member. This would be the date of debit of first premium from the insured member's account for joining the scheme.
- f) **“Eligible Members”** shall mean members who, having met all the requirements mentioned in the chapter ‘Eligibility Conditions’ are entitled to participate in the insurance plan under this Policy.
- g) **“Member/s”** means a natural person means a person of the constituent group which is undertaking similar activity or has been formed for commonality of purpose and is eligible for taking an insurance cover under the Policy. A member does not automatically become an insured member unless he/she fulfils the eligibility criteria and complies with all the requisite formalities for grant of insurance cover, pays the requisite premium and the Company grants him an insurance cover and issues a Certificate Of Insurance.
- h) **“Policy”** shall mean this agreement, any supplementary contracts or endorsements therein, whenever executed, any amendments thereto signed by the Company, the application attached hereto of the Policyholder, the Policy Schedule and the Certificate of Insurances issued hereunder together constitute the entire contract between the parties.
- i) **“Policy year”** shall mean a period starting from the date of commencement of the then applicable policy schedule and ending with a day prior to Annual Renewal Date.
- j) **“Policyholder”** means the holder of the Policy & as defined in the schedule attached herewith.
- k) **“Policy Commencement Date”** shall mean the date from which the coverage under this Policy becomes effective.
- l) **“Scheme Rules”** means the set of rules governing the benefit structure, eligibility of membership & other terms of the scheme as notified by the Government of India under Pradhan Mantri Jeevan Jyoti Bima Yojana from time to time. The scheme rules will provide the details of benefits such as type and size of benefits, how and when benefits are payable, eligibility and enrolment conditions.
- m) **“The Company”** means Bharti AXA Life Insurance Company Limited.

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PART C
Benefits payable

1. Eligibility

- a) Members who are of at least the minimum age at entry (last birthday) and not more than the maximum age at entry (nearer birthday) as defined by the Scheme Rules, as on the Policy Commencement Date will be eligible for Membership of the Scheme.
- b) Members who join the Group after the Policy Commencement date shall be eligible for Membership of the scheme by payment of full Annual premium for prospective cover along with a self-certificate of good health in a form acceptable to the Company, subject to them being within the age limits specified above.
- c) The eligibility of a Member to join the scheme as specified in (a) and (b) above is subject to the Company receiving an intimation of eligibility of the Member and premium amount within one month of the Member becoming eligible.
- d) In addition to the above conditions the Member is required to have a savings bank account to be eligible to get covered under the Policy.

In case a Member is covered with the Company and / or with multiple insurers through a single or multiple savings bank accounts and premium is received in respect of all covers, the Coverage will be restricted to Rs. 200,000 (Rupees two lakhs) only by admitting the claim on the first application based on the Date of Enrolment. The premium on the subsequent enrolments shall be liable to be forfeited.

2. Cover of Members

- a) The Sum Assured applicable for each Member would be as specified in the Policy Schedule and may alter as per Scheme Rules. The Company would cover the Member subject to underwriting.
- b) All Benefits arising out of the Policy shall be solely for the Benefit of the Members and/or Beneficiary/Nominee.
- c) We shall issue a Certificate of Insurance (COI) with respect to each member confirming their insurance cover under the Master Policy.
- d) The Company will pay the Benefit on occurrence of an event upon which the Benefit becomes payable, and only on receipt of documents authenticated by the Policyholder, and to the satisfaction of the Company.
- e) The Members' must nominate a person to receive the benefits under the Policy. The Policyholder shall furnish the details of nominees to the Company.
- f) The Cover under the Policy shall be effective for a period of one year from the Date of Enrolment or the Annual Renewal Date, as applicable. A Member shall be entitled to the Benefits of the Policy from the Date of Enrolment up to his maturity age whichever is earlier, subject to him/her being a Member and cover being in force.
- g) The Policyholder may renew the Policy on every Annual Renewal Date, for a period of one year each, by payment of the premium then payable and complying with the other terms as specified by the Company.

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3. Method for effecting and renewing cover

For effecting the Cover to the Member or renewal of the Policy:

- a) The Policyholder shall immediately make available to the Company with all such original documents and the premium payable for effecting Cover to the Member or renewal of the Policy.
- b) In the event of the personal statement/ declaration of good health, if any or any other factor relating to the insurability of a life not being to the satisfaction of the Company, it may terminate the Cover for such a person / Member. The decision of the Company thereon shall be final and binding on the Policyholder and the Member.
- c) This Policy has been effected in accordance with the Scheme Rules.

4. Premium

- a) Premium under the Policy is payable annually in advance for each Member.
- b) Premiums to be payable within a grace period starting on the Policy Renewal Date.
- c) Premium amount, as specified in the Policy schedule, shall be payable with respect to each member covered under the Policy. The Policyholder shall be responsible for such premium payment. Renewal premium will be chargeable as per the rate decided from time to time on Annual Renewal dates

5. Death Benefit

Upon death of the Life Insured, provided all due premiums till the date of death have been paid and the Coverage is in force, the Death Benefit will be payable immediately on death. The Death Benefit is equal Sum Assured of Rs. 200,000 shall be payable to the Beneficiary/Nominee as the case may be. The Death Benefit is subject to the following

- i. The maximum death benefit on any Member under this Yojana shall not exceed Rs. 200,000 [Rupees two lakhs only].
- ii. In case a Member is covered with the Company and / or with multiple insurers through a single or multiple bank accounts and premium is received in respect of all covers, the coverage will be restricted to Rs. 200,000 (Rupees two lakhs) only by admitting the claim on the first application based on the Date of Enrolment. The premium on the subsequent enrolments shall be liable to be forfeited. In case, a death claim has already been settled by any other insurer in respect of any insured member, the Company shall not have any liability to admit any claim on the member and shall forfeit the premium(s) received in respect of the said deceased member.
- iii. In case of death of the Member during the grace period, the death benefit would be payable to the nominee /beneficiary or legal heir, as the case may be, subject to deduction of due premium along with applicable taxes, provided the Policy is renewed.

For new Members enrolling into the scheme the risk will not be covered during the first 45 days from the Date of Enrollment into the scheme (lien period) and in case of death (other than due to accident) during lien period, no claim would be admissible.

For Members who exit and wish to rejoin the scheme, the risk will not be covered during the first 45 days from the Date of Enrollment into the scheme (lien period) and in case of death (other than due to accident) during lien period, no claim would be admissible.

6. Surrender Benefit

There is no surrender benefit payable.

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7. Maturity Benefit

There is no Maturity Benefit payable.

PART D

1. Free Look Period

There is no Free Look Period under this product.

2. Grace Period

Grace Period is the time extended by the Company to facilitate for payment of unpaid Premium, in case the Premium/s had not been paid as on the due date. The Member gets 30 days Grace Period to pay the unpaid Premium due under the Policy from the Annual Renewal Date and the benefits under the Policy will remain unaltered during this period. If any Premium for any eligible Member remains unpaid at the end of the Grace Period, the insurance cover shall be terminated for that Member. The Policy benefit shall cease automatically on the date of expiry of the grace period.

In case of the death of the Life Insured during the Grace Period, the Death Benefit after deducting the unpaid due premium shall be payable and the Policy will be terminated.

It shall be the responsibility of the insured Member to ensure that his/her insurance premium is remitted to the Company. The Company shall not take any responsibility for non receipt of premium in respect of any member and shall have no liability whatsoever in respect of such members whose premiums are not received.

3. Revival

If the Life Insured does not pay the due premiums within the Grace Period (as defined in Part D, section 2), the Member can revive from the date of revival by paying the full year's premium along with requisite documents/declaration, if any, as specified by Scheme Rules.

For Members who exit and wish to rejoin the scheme, the risk will not be covered during the first 45 days from the Date of Enrollment into the scheme (lien period) and in case of death (other than due to accident) during lien period, no claim would be admissible.

4. Termination of Insurance Cover

The insurance cover for a Member will be terminated on the earliest occurrence of any of the following events:

- a. The date the Member attains 55 years of age (nearest birthday), on annual renewal date
- b. On death of the Member
- c. On non-payment of premium within the grace period of 30 days
- d. Closure of designated account with the Bank or insufficiency of balance to keep the insurance in force
- e. the date on which the claim on Member is settled
 - I. in case the Member is insured through more than one bank or
 - II. in case the Member is covered under more than one savings bank account with the same bank

Termination of Policy

The Policy may be terminated as at any Annual Renewal Date by either the Policyholder or the Company by mailing written notice of termination to the other party, not less than thirty days before the Annual Renewal Date on which such termination shall be effective. However, Termination shall be without prejudice to any claim occurring prior to the effective date of termination. However, the Policy shall automatically terminate if it is not renewed by the Policy Holder on the Annual Renewal Date within the grace period. In case the Policy is terminated for any reason whatsoever, while the insurance cover is still

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in force, the Company will continue to service the Members up to the immediate following Annual Renewal date.

5. Exclusions

For new members enrolling into the scheme the risk will not be covered during the first 45 days from the date of enrollment into the scheme (lien period) and in case of death (other than due to accident) during lien period, no claim would be admissible.

For Members who exit and wish to rejoin the scheme, the risk will not be covered during the first 45 days from the Date of Enrollment into the scheme (lien period) and in case of death (other than due to accident) during lien period, no claim would be admissible.

6. Register of Members

- The Policyholder shall maintain a Register of Members which shall have details of all the Members including their nomination details. This Register would form an integral part of this Policy.
- A Member will be removed from the Register of Members at any time if he ceases to fulfill the Eligibility Conditions or if it is discovered that he is not a Member or has ceased to be a Member as per the rules of the Scheme.
- The Company or its Auditors may inspect the Register by giving advance notice to the Master Policyholder. The Company may from time to time, ask for the records and/or a certificate to be issued from the Auditors of the Master Policyholder.
- Before assuring any Benefit under these provisions in respect of a person and to determine the rights and obligations of the Insurer under these provisions, the Policyholder must provide us with such information, data and evidence as we consider necessary in such form as required/specified by us.
- In the event of any change in the name or other particulars of a Member during a Policy Year, the Policyholder must inform us of the change within 15 days of being informed of the same by the said Member or on the Policyholder becoming aware of the same, whichever is earlier.

PART E

Part E is not applicable to this Policy.

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PART F

1. Fraud And Misrepresentation

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time. ***[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in appendix – III for reference]***

2. Claims

1. The Company may seek the following primary documents from the Beneficiary along with the written notice for processing the claim:

- Certificate of Insurance
- Copy of Death Certificate
- Copies of medical reports, if any
- Death Claim Form;
- Bank A/C details of Beneficiary.
- Any other documentation that the Company may consider as material and relevant to the claim

2. The Company reserves the right to call for any additional information and documents required to satisfy itself as to the validity of the claim.

3. Assignment and Nomination

Assignment: Assignment is not allowed under this Policy

Nomination: Nomination shall be in accordance with the provisions of sec 39 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in appendix – II for reference]

4. Incorrect information and Non-Disclosure

The Policyholder and the Life Insured under the Policy have an obligation to disclose every fact material for assessment of the risk in connection with issuing the Policy.

In case of fraud, misrepresentation and suppression of material facts the Policy contract shall be treated in accordance with the Section 45 of the Insurance Act, 1938 as amended from time to time.

5. Taxation

The tax benefits, if any, on the Policy would be as per the prevailing provisions of the tax laws in India. If required by the relevant legislations prevailing from time to time, the Company will withhold taxes from the benefits payable under the Policy. The Company reserves the right to recover statutory levies including applicable taxes by way of adjustment of the premiums paid by the Policyholder/Live(s) Insured.

6. Notices

Any notice to be given to the Policyholder under the Policy will be issued by post or electronic mail or telephone facsimile transmission to the latest address/es/fax number/email of the Policyholder available in the records of the Company.

Any change in the address of the Policyholder should be informed to the Company so as to ensure timely communication of notices and to the correct address.

Kindly refer to Part G section 1 of the Bond for intimating about the change in existing details.

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7. Currency and Place of Payment

All payments to or by the Company will be in Indian rupees and shall be in accordance with the prevailing Exchange Control regulations and other relevant laws in force in India.

8. Mode of communication

The Company and the Policyholder may exchange communications pertaining to the Policy either through normal correspondence or through electronic mail and The Company shall be within its right to seek clarifications / to carry out the mandates of the Policyholder on merits in accordance with such communications. While accepting requests / mandate from the Policyholder through electronic mail, The Company may stipulate such conditions as deemed fit to give effect to and comply with the provisions of Information Technology Act 2000 and/ or such other applicable laws in force from time to time.

9. Governing Laws & Jurisdiction

The terms and conditions of the Policy Document shall be governed by and shall be subject to the laws of India. The parties shall submit themselves to the jurisdiction of the competent court/s of law in India in respect of all matters and disputes which may arise out of in connection with the Policy Document and / or relating to The Policy.

10. Term used and its meaning

If a particular term is not defined or otherwise articulated either in the Policy Document or under The Policy, endeavor shall be to impart the natural meaning to the said term in the context in which it is used.

PART G

1. Customer Service

You can seek clarification or assistance on the Policy from the following:

- The Advisor through whom the Policy was bought
- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677
- Email: service@bharti-axalife.com
- Mail to: Customer Service

Bharti AXA Life Insurance Company Ltd.
Spectrum Towers, 3rd Floor,
Malad Link Road, Malad (West),
Mumbai - 400064

2. Grievance Redressal Procedure

Step 1: Inform us about your grievance

In case you have any grievance, you may approach our Grievance Redressal Cell at any of the below-mentioned helplines:

- Lodge your complaint online at www.bharti-axalife.com
- Call us at our toll free no. 1800 102 4444
- Email us at complaints.unit@bharti-axalife.com

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- Write to us at:
Registered Office: Grievance Redressal Cell
Bharti AXA Life Insurance Company Ltd. Bharti AXA Life Insurance Company Ltd.
Unit No. 1904, 19th Floor, Parinee Crescenzo, Spectrum Towers, 3rd Floor,
'G' Block, Bandra Kurla Complex, BKC Road, Malad Link Road, Malad (West)
Behind MCA Ground, Bandra East, Mumbai - 400064
Mumbai - 400051
- Visit our nearest branch and meet our Grievance Officer who will assist you to redress your grievance/ lodge your complaint.

Step 2: Tell us if you are not satisfied

In case you are not satisfied with the decision provided or if you have not received any response post completion of 14 days, you may write to Head - Customer Service for resolution at the above mentioned address or email at: head.customerservice@bharti-axalife.com:

You are requested to inform us about your concern (if any) within 8 weeks of receipt of resolution as stated above, failing which it will be construed that the complaint is satisfactorily resolved.

If you are not satisfied 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:

IRDA of India 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
Survey No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500 032

Step 3: If you are not satisfied with the resolution provided by the Company

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

- Delay in settlement of claim
- Partial or total rejection of claim
- Dispute with regard to premium
- Misrepresentation of policy terms and conditions
- Legal construction of the policy in so far as dispute related to claim
- Grievance relating to policy servicing
- Issuance of policy which is not in conformity with proposal form
- Non- issuance of your insurance document and
- 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 hereinabove.

The complaint should be made in writing duly signed by the complainant or through his legal heirs, Nominee(s)/legal heirs in case of death of the Nominee(s) or assignee, and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by

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documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. As per provision 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made, within a period of one year provided it is not simultaneously under any litigation:

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer;
- 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.

Section 41 of the Insurance Act, 1938, as amended from time to time:

(1) “No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer:

Provided that acceptance by an insurance agent of commission in connection with a Policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a *bona fide* insurance agent employed by the insurer.

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.”

Section 45 of Insurance Act, 1938 as amended from time to time:

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time. **[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in appendix – III for reference]**

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**List of Ombudsman
(For the updated list You may refer to IRDA of India website)**

Address & Contact Details of Ombudsmen Centres

Governing Body of Insurance Council (Monitoring Body for Offices of Insurance Ombudsman)
3rd Floor, Jeevan Seva Annexe, S V Road, Santacruz (West), Mumbai – 400054.
Tel no: 022-26106671/6889/980. Email id: inscoun@ecoi.co.in website: www.gbic.co.in

If you have a grievance, approach the grievance cell of Insurance Company first. If complaint is not resolved/ not satisfied/not responded for 30 days then You can approach The Office of the Insurance Ombudsman (Bimalokpal)

Please visit our website for details to lodge complaint with Ombudsman.

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001	Tel.: - 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, BENGALURU – 560 078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL- 462 003.	Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009.	Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, CHANDIGARH-160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI-600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

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<p>DELHI - Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <u>NEW DELHI-110 002.</u></p>	<p>Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in</p>	<p>Delhi</p>
<p>GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, <u>GUWAHATI-781 001(ASSAM)</u></p>	<p>Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD. Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u></p>	<p>Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.</p>
<p>JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi II, Ground Floor, Bhawani Singh Marg, <u>JAIPUR – 302005.</u></p>	<p>Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in</p>	<p>Rajasthan</p>
<p>ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, <u>ERNAKULAM-682 015.</u></p>	<p>Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry</p>
<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, 4, C.R.Avenue, <u>KOLKATA - 700072</u></p>	<p>Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, <u>LUCKNOW-226 001.</u></p>	<p>Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI Office of the Insurance Ombudsman,</p>	<p>Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052</p>	<p>Goa, Mumbai Metropolitan Region</p>

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3rd Floor, Jeevan Seva Annexe,S.V. Road, Santacruz(W), MUMBAI-400 054.	Email: bimalokpal.mumbai@ecoi.co.in	excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 th Floor, Main Road, Naya Bans, Sector-15, Distt. Gautam Buddh Nagar U.P – 201301.	Tel.: 0120-2514250 / 2514252 / 2514253 Email : bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3 rd Floor, C. T.S No.s 195 to198, N.C. Kelkar Road, Narayan Peth, PUNE – 411030.	Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
PATNA Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006	Tel.: 0612-2680952 Email id: bimalokpal.patna@ecoi.co.in .	Bihar, Jharkhand.

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Appendix I: Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

01. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.

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05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the Policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance Policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the PolicySuch conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the Policy
 - c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment), 2014 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment), 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Law (Amendment), 2014.]

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Appendix II: Section 39 - Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

01. 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.
02. Where the nominee is a minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
03. Nomination can be made at any time before the Maturity of the Policy.
04. 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.
05. 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.
06. 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.
07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the Policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination.
11. In case of nomination by Policyholder whose life is insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
13. Where the Policyholder whose life is insured nominates his
 - 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 Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. 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), 2014 (i.e 26.12.2014).
16. If Policyholder dies after Maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the Policy.
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 (Amendment) 2014, a nomination is made in favor 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

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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.

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Appendix III: 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 from time to time.

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from

- a. the date of issuance of Policy or
- b. the date of commencement of risk or
- c. the date of revival of Policy or
- d. the date of rider to the Policy

whichever is later.

02. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of Policy or
- b. the date of commencement of risk or
- c. the date of revival of Policy or
- d. the date of rider to the Policy

whichever is later.

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

03. 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.

04. 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.

05. 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.

06. 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.

07. 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.

08. 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.

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09. 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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