

IDBI Federal Life Insurance Dream Builder Plan UIN135N066V01

PART B

DEFINITIONS

"Age"

Age is defined as age as on last birthday.

"Assignee"

Assignee is defined as per provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.

"Annualized premium"

Annualized Premium is the Premium payable in a year chosen by the policyholder, excluding the underwriting Extra Premiums and loadings for Modal Premiums, if any. Goods and services tax and cess as applicable, if any, will not be included in the contractual Premium and will be collected from the Policyholder separately and over and above such Premium.

"Claimant"

Claimant is the policyholder of the policy.

In case of assignment, the assignee would be the claimant to the extent of his interest in the policy.

If the insured person is different from the policyholder, in case of death or disability of the insured person the claimant would be the policyholder.

If the insured person is same as the policyholder, in case of disability of the insured person the insured person would be the claimant and in case of death of the insured person the nominee would be the claimant (where nomination has been effected) or the legal heir.

"Date of commencement of policy"

The date of commencement of policy is the same as date of inception and is mentioned in the policy schedule.

"Date of commencement of risk"

The date of commencement of risk is the same as the date of commencement of policy for all policies.

"Date of inception of Policy"

The date of inception of policy is the same as the date of commencement of policy.

"Death benefit"

Death benefit has the meaning as explained in Part C Policy Benefits.

"Grace period"

It is the time granted by us for the payment of premium instalment starting from the due date of the premium. You can pay the premium any time within the grace period without any penalty/late fee. During this period, the policy is considered to be in-force along with the risk cover as per the terms of the policy.

"Insured person"

It means the person on whose life the risk is undertaken as shown in the schedule.

"Lapse'

Lapse has the meaning as explained in Part D Policy terms and conditions under revival.

"Maturity date"

It is the last day of the policy when the risk ceases as shown in the schedule.

"Maturity sum assured"

Maturity Sum Assured is the amount chosen by Policyholder at inception that will be payable in three Guaranteed annual payouts.



"Nominee"

'Nominee means the person named in the Policy Schedule who has been nominated by the Life Assured in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time to receive benefits in respect of this Policy'.

"Policy document"

It is a comprehensive document inclusive of statement and warranties as per the proposal form along with the amendments. It also includes policy benefits, general terms & conditions, schedule and premium receipt and any other document provided from time to time for issue of this policy.

"Policy"

It means the contractual arrangement as established by the policy document.

"Policyholder"

It means the owner of the plan who is eligible to receive the benefits under the policy as shown in the schedule. It is also referred to as policyholder.

"Policy month"

It is the period of one month following the policy commencement date and every subsequent month.

"Policy term"

It is the number of years for which the policy has been taken.

"Policy year"

It is the first and every subsequent 12 months period from the policy commencement date.

"Premium paying frequency"

It is the frequency option available for making premium payments. Only Annual frequency is available in this plan.

"Premium payment term"

It is the number of years for which premium has to be paid under the policy by the Policyholder. In this plan the premium payment term is 8 years.

"Revival of a policy"

Revival of a policy means restoration of the policy, which was lapsed due to the non-payment of the premium, subject to the conditions as mentioned under Section 6 of Part D Policy Terms and Conditions.

"Schedule"

It means the policy schedule issued by us for this policy containing all relevant details of the policy along with any amendments to the schedule which we may issue from time to time.

"Surrender"

Surrender has the meaning as explained in Part D Policy terms and conditions

"Total and Permanent disability"

Total and Permanent disability has the meaning as defined in Part C.

"We/Our/Us/The Company"

These refer to IDBI Federal Life Insurance Company Limited.

"You/Your"

These refer to the Policyholder named in the schedule or his/her legal personal representative.



PART C

POLICY BENEFITS

The policy benefit section is Part C of your policy document. It includes detailed description of the following:

- 1. Guaranteed Annual Payouts
- 2. Maturity Benefit
- 3. Death Benefit
- 4. No future premiums payable on Disability
- 5. Premiums

1. Guaranteed Annual Payouts (GAPs)

Guaranteed Annual Payouts will be paid on schedule due dates, provided the policy is in force. This is a defined percent of the Maturity Sum Assured. The GAPs are paid as defined below:

Guaranteed annual payout	Due dates	% of Maturity sum assured
1 st	2 years before maturity date	20%
2 nd	1 year before maturity date	20%
3 rd	On maturity	60%

On this payment, the policy shall terminate and all rights, benefits and interests under the policy shall stand extinguished.

The GAPs cannot be commuted as a Lumpsum.

2. Maturity Benefit

The Maturity Benefit is nil. The last GAP of 60% of Maturity Sum Assured will be paid on maturity. The policy will terminate and all rights, benefits and interests under the policy will stand extinguished.

3. Death Benefit

On death of insured person before maturity date and while the policy is in force, we will pay the claimant the following:

- Death Sum Assured paid immediately
- No future premiums payable^
- Guaranteed annual payouts to be paid on their due dates.

Death Sum Assured is the highest of:

- Minimum Guaranteed Sum Assured on Maturity (Maturity Sum Assured)¹,
- 10 times of Annualized Premium²
- 105% of the Total Premiums paid³ as on the date of death,
- O Any absolute amount assured to be paid on death which is Basic Sum assured 4

Where

4. No future premiums payable on Disability

In case of total and permanent disability of Life assured as defined in this section due to accident or sickness during the premium payment term and while the policy is in force, the future premiums will not be payable.

¹Maturity Sum Assured is the amount chosen by Policyholder at inception..

²Annualized Premium is the Premium payable in a year chosen by Policyholder, excluding the underwriting Extra Premiums and loadings for Modal Premiums, if any. Goods and services tax and cess as applicable, if any, will not be included in the contractual Premium and will be collected from the Policyholder separately and over and above such Premium. The product offers only Annual mode of Premium payment.

³ Total Premiums paid for this purpose is Annualized Premium * Number of years for which premiums have been paid or ceased till date of death.

⁴Basic Sum assured is defined as the 10 times the Premiums payable per annum including underwriting loadings and modal loadings, if any, but excluding goods and services tax and cess as applicable, if any.

[^]No future premiums are payable in case of death during premium payment term and if future premiums already not ceased on occurrence of Total and Permanent Disability (TPD) before Death.



The benefit shall be payable if the disability occurs within 180 days of the occurrence of accident or sickness.

In case of death of the insured person during the policy term while the future premiums have already been ceased on account of Disability, the Death Sum Assured will be paid to the beneficiary and policy will continue till end of policy term with all due benefits.

Reporting of Disability Claim:

During the period from reporting of disability claim till its settlement, premiums that fall due during this period shall not be collected from the policyholder. The policy shall not lapse during this period and shall remain inforce. In case of admission of disability claim, no future premiums are payable and policy continues with all benefits as an inforce policy till policy term.

In case of non-admission of disability claim, the policy shall continue with all benefits as an inforce policy, subject to payment of all due premiums within a grace period of 15 days from receipt of notice of non-admission. In case of non payment of due premiums the non-forfeiture provisions shall apply.

If the Life Assured dies during this period of reporting of disability claim till its settlement-

If case of admission of disability claim, Death Benefit would be paid immediately without deducting any unpaid due premiums as on date of death and the policy will continue with all benefits till the end of policy term.

In case of non admission of disability claim, Death benefit shall be payable post deduction of any unpaid due premiums as on the date of death and the policy will continue with all benefits till the end of policy term.

Definition of "Total and permanent disability"

It means the disability where life assured is totally, continuously and permanently disabled by meeting any of Parts 1, 2 or 3:

Part 1 – loss of independent living:

The life assured is permanently unable to perform independently three or more of the following six activities of daily living, namely:

- •bathing (ability to wash in the bath or shower)
- •dressing (ability to put on, take off, secure and unfasten garments)
- •personal hygiene (ability to use the lavatory and to maintain a reasonable level of hygiene)
- mobility (ability to move indoors on a level surface)
- continence (ability to manage bowel and bladder functions)
- •eating and drinking (ability to feed oneself, but not to prepare the food).

The life assured must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication by Specialist Independent Medical Practitioner.

Loss of independent living must be medically documented for an uninterrupted period of at least six months.

Proof of the same must be submitted to the Company while the life assured is alive and permanently disabled. The Company will have the right to evaluate the person to confirm total and permanent disability.

Part 2 – loss of use of limbs or sight:

The life assured suffers from total and irrecoverable loss of:

- the use of two limbs; or
- the sight of both eyes; or
- the use of one limb and the sight of one eye,

certified by an Specialist Independent Medical Practitioner and documented for an uninterrupted period of at least six months. The diagnosis must be clinically confirmed by an Specialist Independent Medical Practitioner.

Limb means the whole hand below the wrist or the whole foot below the ankle.



Loss of sight means total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident (as applicable). "Accident" for this purpose is a sudden, unforeseen and involuntary event caused by external, visible and violent means. The diagnosis must be clinically confirmed by Specialist Independent Medical Practitioner. The blindness must not be correctable by aides or surgical procedures.

Part 3 – unable to work:

The life assured suffers an illness or injury and:

- the illness or injury causes the life assured to be unable to do the 'material and substantial' duties of any occupation or employment or business for remuneration or profit for an uninterrupted period of at least six months. The 'material and substantial' duties are those that are normally required for, and/or form a significant and integral part of, the performance of the occupation that cannot reasonably be omitted or modified.
- 'Unable to work' must be certified by relevant Specialist Independent Medical Practitioner and medically documented
 for an uninterrupted period of at least six months. Proof of the same must be submitted to the Company while the
 life assured is alive and permanently disabled. The company will have the right to evaluate the life assured to confirm
 total and permanent disability.

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Specialist Independent Medical Practitioner.

Specialist Independent Medical Practitioner:

A Specialist Independent Medical practitioner is 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 the scope and jurisdiction of licence.

Exclusions in respect to Future premiums being ceased on Disability: Benefits shall not be paid for any of the events, occurring directly or indirectly as a result of any of the following:

- 1. Intentional self-inflicted injury, suicide or attempted suicide, while sane or insane.
- 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 Acquired Immunodeficiency Syndrome
 (AIDS), AIDS related complex or infection by Human Immunodeficiency Virus (HIV);
- 3. 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 influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a Specialist Independent Medical Practitioner.
- 4. For any medical condition or any medical procedure arising either as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes or participation in any naval, military or air force operation during peace time or during service in any police, paramilitary or any similar organization.
- 5. For any medical condition or any medical procedure arising from participation by the life assured in any flying activity, except as a bona fide, fare-paying passenger and aviation industry employee like pilot or cabin crew of a recognized airline on regular routes and on a scheduled timetable.
- 6. Participation by the life assured in a criminal or unlawful act with criminal intent.
- 7. Engaging in or taking part in hazardous activities*, including but not limited to, diving or riding or any kind of race; martial arts; hunting; mountaineering; parachuting; bungee-jumping; underwater activities involving the use of breathing apparatus or not
- *Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not.
- 8. For any medical condition or any medical procedure arising from nuclear contamination; the radio-active, explosive or



hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

Other Terms Explained

Pre-existing disease:

Any condition, ailment or injury or related condition(s) for which Life assured had signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first policy issued or reinstated by the company.

No claim shall be repudiated after 4 years from the policy inception or reinstatement on account of pre-existing diseases disclosed or discovered through medical examination at underwriting/revival.

5. Premiums

The amount and frequency of your premium payment are shown in the schedule. The first premium is due on the policy commencement date and your subsequent premiums are due during the premium payment term as shown in the schedule.





PART D

POLICY TERMS AND CONDITIONS

This section includes detailed description of the following:

- 1. Alteration to the Maturity Sum Assured
- 2. Alteration to the premiums
- 3. Surrender
- 4. Paid Up
- 5. Lapse
- 6. Revival
- 7. Claim requirements
- 8. Loans
- 9. Termination of your policy
- 10. Participation in profits
- 11. Changes in taxes

1. Alterations to the Maturity Sum Assured

The Maturity Sum Assured shall not be altered during the term of the policy.

2. Alterations to the premiums

The contractual premium payable by you shall not be altered during the term of the policy.

3. Surrender

The policy can be surrendered at any time after payment of two full years' premiums. The surrender value is higher of Guaranteed Surrender Value (GSV) and Special Surrender Value (SSV).

a. Guaranteed Surrender Value (GSV)

GSV = (Total Premiums paid* x GSV factor) less Sum of GAPs already paid, if any.

The GSV will always be non-negative.

*Total Premiums paid for Surrender Value calculation purpose is "Premium (including underwriting loadings, if any)X Number of years for which premiums have been paid or ceased till date of surrender."

Policy Year of Surrender\Policy Term	10	11	12	13	14	15	16	17	18	19	20	21	22
1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
3	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%
4	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
5	51%	51%	51%	51%	51%	51%	51%	51%	51%	51%	51%	51%	51%
6	57%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%	52%
7	66%	60%	55%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%
8	76%	69%	63%	58%	54%	54%	54%	54%	54%	54%	54%	54%	54%
9	85%	77%	71%	65%	61%	57%	55%	55%	55%	55%	55%	55%	55%
10	95%	86%	79%	73%	67%	63%	59%	56%	56%	56%	56%	56%	56%
11	0%	95%	87%	80%	74%	69%	65%	61%	58%	57%	57%	57%	57%
12	0%	0%	95%	87%	81%	76%	71%	67%	63%	60%	58%	58%	58%
13	0%	0%	0%	95%	88%	82%	77%	72%	68%	65%	61%	59%	59%
14	0%	0%	0%	0%	95%	88%	83%	78%	73%	70%	66%	63%	60%
15	0%	0%	0%	0%	0%	95%	89%	83%	79%	75%	71%	67%	64%
16	0%	0%	0%	0%	0%	0%	95%	89%	84%	80%	76%	72%	69%
17	0%	0%	0%	0%	0%	0%	0%	95%	89%	85%	80%	76%	73%
18	0%	0%	0%	0%	0%	0%	0%	0%	95%	90%	85%	81%	77%
19	0%	0%	0%	0%	0%	0%	0%	0%	0%	95%	90%	85%	82%
20	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	95%	90%	86%
21	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	95%	90%
22	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	95%



b. Special Surrender Value (SSV)

The Company, at its discretion, may pay a Special Surrender Value which may be higher than the Guaranteed Surrender Value. The SSV is not guaranteed and may be changed at any time, subject to the prior approval of the IRDAI.

The surrender value will be paid in a lump sum. The policy terminates on payment of surrender value and no further benefits are payable under the policy.

4. Paid Up

Paid up values are available only after two full year's premiums have been paid and policy acquires surrender value. And thereafter, if any premium, which is due, is not paid before the end of the grace period, the policy will be made paid-up with reduced benefits.

a. Death benefit:

Reduced Death Sum Assured = Death Sum Assured * (Number of premiums paid/ Number of premiums payable)

On death during the policy term, Reduced Death Sum Assured will be paid out. The policy continues with the reduced benefits.

On payment of Reduced Death Sum Assured, policy shall not terminate and Reduced GAP Amount shall be payable as and when due.

No future premiums payable on Disability is not applicable for paid up policy since there are no future premiums payable.

b. Guaranteed Annual Payouts:

Reduced GAP = (GAP) x (Number of premiums paid/Number of premiums payable)

On the scheduled GAP due dates, the Reduced GAP will be paid.

c. Surrender Value:

The surrender value for a paid up policy is higher of Guaranteed Surrender Value (GSV) for a paid-up policy and Special Surrender Value (SSV) for a paid-up policy

GSV for a paid up policy = (Total Premiums paid* x GSV factor) less Sum of GAPs already paid, if any.

The GSV for a paid up policy will always be non-negative

*Total Premiums paid for Surrender Value calculation purpose is "Premium (including underwriting loadings, if any) X Number of years for which premiums have been paid or ceased till date of surrender."

The Company, at its discretion, may also pay a Special Surrender Value for a paid-up policy which may be higher than the Guaranteed Surrender Value of paid up policy. The SSV for a paid-up policy is not guaranteed and may be changed at any time, subject to the prior approval of the IRDAI.

5. Lapse

If the policyholder does not pay the premiums due, during the first two years before the end of the grace period from the premium due date, the policy will lapse and we will not pay any benefits during the lapsed state.

6. Revival

If your policy has lapsed or acquired paid-up value, we may revive it subject to the following conditions:

- You must make an application for revival within two years from the due date of the first unpaid premium.
- The insured person must provide satisfactory evidence of health and satisfy other requirements according to the Company's Board approved underwriting policies at that time. Medical tests, if required, have to be borne by the Policyholder at his own cost.



• You must pay all arrears of premium together with interest at such a rate as decided by us from time to time. Interest rate applicable for the outstanding loan would be determined from time to time. Interest rate applicable shall be 3% + annualized yield on 10 year Government security. Annualized Yield on 10 year Government security is sourced through FBIL. Any change in this formula and basis to set interest rates shall be made with prior approval of the Authority. The current rate of interest applicable from 1st February, 2018 is 10.63% per annum basis 10 years G-sec rate as on 31st December, 2017. Based on this, the interest rate shall be set every 6 months. The same will be reset every year on 1st February and 1st August.

When a policy is revived after payment of all due premiums together with interest, all Benefits will be reinstated as shown in the schedule.

If you make an application for revival after your first reduced GAP is paid, then policy will be revived after payment of all due premiums together with interest, all Benefits will be reinstated as shown in the schedule. Alongwith this, the balance of first GAP will be paid.

If you have not revived a lapsed policy before the end of the revival period of two years and where the policy has not acquired a paid up value, the premiums already received by us are forfeited and the policy cannot be revived thereafter.

If the reduced paid up policy is not revived before the end of the revival period of two years, the policy would continue as a reduced paid up policy till maturity.

7. Loans

Loan facility will be available once the policy acquires surrender value.

- a) Loan amount granted will be limited to 85% of Guaranteed Surrender Value available under the policy subject to a minimum loan amount of Rs 5000. The policy will be assigned absolutely to and kept with us as security for the repayment of the loan, interest on the loan and expenses incurred in connection with the loan. Interest rate applicable for the outstanding loan would be determined from time to time. Interest rate applicable shall be 3% + annualized yield on 10 year Government security. Annualized Yield on 10 year Government security is sourced through FBIL. Any change in this formula and basis to set interest rates shall be made with prior approval of the Authority. The current rate of interest applicable from 1st August, 2017 is 9.67% per annum basis 10 years G-sec rate as on 30th June, 2017. Based on this, the interest rate shall be set every 6 months.
- b) For policies where all due premium have not been paid and where the amount of loan plus accumulated interest is equal to or greater than the surrender value as specified by us, the policy will be forfeited by us, after intimation to the policyholder by way of notice from the company. We will be entitled to apply the surrender value allowable in respect of the policy towards the payment of loan and interest. For policies where all the eight premiums have been paid or in case of premium paying policies, we will not do any foreclosure for the loans even if the loan plus accumulated interest is equal to or greater than the surrender value.
- c) In the event of death, maturity or surrender on the policy, where the amount of loan or any portion thereof remains outstanding, we will be entitled to deduct the same together with all interest up to the date of claim from the policy proceeds before settling the claim.
- d) In case you have taken a loan, the guaranteed annual payouts will be first used to offset the loan amount and accrued interest. In case the guaranteed annual payout in that year is greater than the loan amount and accrued interest, we will pay out the balance amount.

8. Termination of your policy

This policy will terminate in the event of the occurrence any of the following, whichever is earliest:

- On lapse at the end of revival period;
- On payment of surrender value;
- At end of policy term
- In case of fraud or misrepresentation, the provisions of section 45 of the Insurance Act, 1938 as amended from time to time will apply. Please refer to the Annexure for further details

9. Participation in profits

Since this is a non linked non participating plan, participation in profits is not applicable.

10. Changes in taxes



In the event that any government or authority introduces or changes any form of tax, surcharge, cess, levy, duty, or impost on the premiums, charges, benefits investment returns of your policy, then, we may pass the same on to you directly or by adjusting the premiums, charges, fees or benefits payable under your policy.

PART E

FUNDS AND CHARGES

This section is meant for information on charges, fund names and fund options pertaining to ULIP policies. Since this is a non linked non participating life insurance plan, this section is not applicable.





PART F

GENERAL TERMS AND CONDITIONS

This policy is subject to our general terms and conditions for conducting business with our Policyholders. These are binding on you, and us. We may amend the general terms and conditions with the approval of the IRDAI, where required, for the sake of compliance, good governance, the security of our Policyholders, and administrative efficiency. We may also be required by law, rule, regulations, and statute to change the general terms and conditions. We will advise you of any changes to the general terms and conditions which are also available on request at any of our official branches and offices.

1. Grace Period:

Grace period is effective from the date of the first unpaid premium. You get a grace period of 30 days from the date of the first unpaid premium. The benefits of the policy remain in force during the grace period.

In case of Life Assured's unfortunate death during the grace period, before the premium due at that time is paid, the premium due without any interest shall be deducted from the Death Sum Assured.

If premium is not paid beyond the grace period, the policy shall lapse and have no further value, or acquire paid-up status if it has acquired a paid-up value.

2. Suicide exclusion

In case of death due to suicide within 12 months:

- From the date of inception of the policy, the claimant will receive at least 80% of the premiums paid, provided the policy is in force, or
- From the date of revival of the policy, the claimant will receive an amount which is higher of 80% of the premiums paid until the date of death or the surrender value as available on the date of death.

3. Nomination

Nomination will be allowed as per provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. Please refer Annexure B for further details.

4. Assignment

Assignment and transfer of insurance policies will be allowed as per provisions of Section 38 of the Insurance Act, 1938 as amended from time to time. Please refer Annexure A for further details.

5. Claims requirements

For Death and Maturity claims

Claims are payable to the policyholder in case of maturity and to the beneficiary (nominee/legal heir) in case of death claim. The following need to be produced in case of a claim:

- The original policy document
- Death certificate in case of a death claim
- A claim discharge form signed by the party to whom the benefits are payable
- Any further documentation or information that we may need before we can process the claim

For Disability Claim

- Specialist Independent Medical Practitioner certificate
- No future premiums payable form for Disability
- Any further documentation or information that we may need before we can process the claim



In exceptional circumstances, we may waive any or all of the above requirements. We may conduct any investigation that we consider necessary for this purpose.

Any Death or Disability claim should be notified to us within 90 days from the date of the insured event. If the delay occurs

We urge you to ensure the safe storage of this policy document for smooth claim settlement.

6. Endorsements

The terms and conditions of this policy cannot be waived or changed except by an endorsement approved and signed by our authorised officials.

7. Travel, residence and occupation

This policy is free from all restrictions as to travel, residence and occupation unless specifically restricted in the schedule.

8. Changes in applicable law

Notwithstanding anything contained in this policy, the provisions herein shall stand altered, amended, modified or super ceded to such extent and in such a manner as may be required by any change in the applicable law (including but not limited to any regulations made or directions or instructions or guidelines issued by the IRDAI or any other statutory bodies) or as may be necessary under a judgment or order of a court of law.

9. Fraud, Misrepresentation and forfeiture

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. Please refer Annexure C for further details.

10. Currency and place of payment

Indian Rupee is the currency of this policy.

We will make or accept payments at any of our offices in India or such other locations as determined by us from time to time.

11. Loss of policy document

If the policy document is lost then we will, pursuant to a written request duly signed by you addressed to our registered office and upon being satisfied as to the fact and cause of the loss, provide a duplicate copy of the policy document. If a duplicate copy is issued, the original policy document will cease to be of any legal effect. You agree to keep us indemnified and hold us harmless from any costs, expenses, claims, awards or judgments arising out of or howsoever connected with the original policy document. We do not levy any charges for providing a duplicate copy of the policy document.

12. Governing law and jurisdiction

Indian law shall govern this policy and the relationship between you and us. The Parties shall be subject to the exclusive jurisdiction of the courts in India for all matters and disputes arising from, relating to or concerning the policy.



PART G

GRIEVANCES

1. Notices

All notices meant for us whether under this policy or otherwise must be in writing and delivered to us at the address mentioned below, or such other address as we may notify to you from time to time.

All notices meant for you will be in writing and we will send the same to the most recent address registered with us. If you change address, you must notify us immediately.

Please notify us immediately in case of any change in postal/permanent address/contact details along with relevant KYC documents. This will enable the Company to send you regular updates on your policy.

2. Grievances

In case you have any query, request or complaint/grievance, you may approach our office at the following address:

Manager-Customer & Sales Support IDBI Federal Life Insurance Company Limited 22nd Floor, A Wing, Marathon Futurex N. M. Joshi Marg, Lower Parel – East, Mumbai - 400 013.

Contact No:

Toll free No.: 1800 209 0502 Email ID: <u>support@idbifederal.com</u>

2.1 In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

Chief Operations Officer
IDBI Federal Life Insurance Company Limited
22nd Floor, A Wing, Marathon Futurex,
N. M. Joshi Marg, Lower Parel – East,
Mumbai 400 013.

Contact No.: 022 23029200

Email ID: grievance@idbifederal.com

2.2 If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of 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

Sy No. 115/1, Financial District,

Nanakramguda, Gachibowli

Hyderabad – 500 032, Telangana

Ph No: 91-40 - 20204000

2.3 In case you are not satisfied with the decision/resolution of IRDAI, you may approach the Insurance Ombudsman at the address given below.



Address of Insurance Ombudsman

CONTACT DETAILS AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad — 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@ecoi.co.in BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal — 462 033. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203	aveli
Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@ecoi.co.in BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	aveli
2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@ecoi.co.in BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
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JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
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Email:- bimalokpal.bengaluru@ecoi.co.in BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
Bhopal – 462 033. Tel.:- 0755-2769200/201/202	
Tel.:- 0755-2769200/201/202	
Email:- bimalokpalbhopal@ecoi.co.in	
BHUBANESHWAR State of Orissa.	
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubneshwar – 751 009.	
Tel.:- 0674-2596461 / 2596455	
Fax:- 0674-2596429	
Email:- bimalokpal.bhubaneswar@ecoi.co.in	
CHANDIGARH States of Punjab, Haryana, Himachal Pradesh, Jammu &	
Office of the Insurance Ombudsman, Kashmir and Union territory of Chandigarh.	
S.C.O. No. 101, 102 & 103, 2nd	
Floor,	
Batra Building, Sector 17 – D,	
Chandigarh – 160 017.	
Tel.:- 0172-2706196/5861 / 2706468	
Fax:- 0172-2708274	
Email:- bimalokpal.chandigarh@ecoi.co.in	
CHENNAI State of Tamil Nadu and Union Territories - Pondicherry T	own
Office of the Insurance Ombudsman, and Karaikal (which are part of Union Territory of	
Fatima Akhtar Court, Pondicherry).	
4th Floor, 453 (old 312), Anna Salai,	
Teynampet,	
CHENNAI – 600 018.	
Tel.:- 044-24333668 / 24335284	



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Fax:- 044-24333664	
Email:- bimalokpal.chennai@ecoi.co.in	
DELHI	State of Delhi
Office of the Insurance Ombudsman,	
2/2 A, Universal Insurance Building,	
Asaf Ali Road,	
New Delhi – 110 002.	
Tel.:- 011-23239611/7539/7532	
Fax:- 011-23230858	
Email:- bimalokpal.delhi@ecoi.co.in	
ERNAKULAM	Kerala, Lakshadweep, Mahe-a part of Pondicherry
Office of the Insurance Ombudsman,	Relata, Laksitadweep, Marie-a part of Folidicherry
2nd floor, Pulinat Building,	
Opp. Cochin Shipyard,	
M.G. Road,	
Ernakulum - 682 015.	
Tel.:- 0484-2358759/2359338	
Fax:- 0484-2359336	
Email:- bimalokpal.ernakulum@ecoi.co.in	
GUWAHATI	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal
Office of the Insurance Ombudsman,	Pradesh, Nagaland and Tripura.
'Jeevan Nivesh', 5th Floor,	
Nr. Panbazar over bridge, S.S. Road,	
Guwahati – 781001(ASSAM).	
Tel.:- 0361- 2132204 / 2132205	
Fax:- 0361-2732937	
Email: bimalokpal.guwahati@ecoi.co.in	
HYDERABAD	States of Andhra Pradesh, Telangana and Union Territory of
Office of the Insurance Ombudsman,	Yanam - a part of the Union Territory
6-2-46, 1st floor, "Moin Court"	of Pondicherry.
Lane Opp. Saleem Function Palace,	
A. C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.:- 040-65504123/23312122	
Fax:- 040-23376599	
Email:- bimalokpal.hyderabad@ecoi.co.in	
JAIPUR	State of Rajasthan.
Office of the Insurance Ombudsman,	
Jeevan Nidhi-II Bldg.,	
Ground Floor,	
Bhawani Singh Marg,	
Jaipur - 302005.	
Tel.:- 0141-2740363	
Email:- bimalokpal.jaipur@ecoi.co.in	
KOLKATA	States of West Bengal, Bihar, Sikkim and Union Territories of
Office of the Insurance Ombudsman,	Andaman and Nicobar Islands.
Hindustan Building Annexe,	הושמוומון מווע ועוכטאמו וזומוועז.
4th floor, 4, CR Avenue,	
Kolkata - 700 072.	
Tel.:- 033-22124339 / 22124340	
Fax:- 033-22124341	
Email:- bimalokpal.kolkata@ecoi.co.in	
LUCKNOW	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur,
Office of the Insurance Ombudsman,	
6th Floor, Jeevan Bhawan,	Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra,
Phase-II, Nawal Kishore Road,	Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun,
Hazratganj,	Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich,
5 <i>n</i>	Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi,



	T
Lucknow-226 001.	Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur,
Tel.:- 0522-2231330 / 2231331	Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar,
Fax:- 0522-2231310.	Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
Email:- bimalokpal.lucknow@ecoi.co.in	
MUMBAI	States of Goa, Mumbai Metropolitan Region excluding Navi
Office of the Insurance Ombudsman,	Mumbai & Thane.
3rd Floor, Jeevan Seva Annexe,	
S. V. Road, Santacruz (W),	
Mumbai - 400 054.	
Tel.:- 022-26106928/360/889	
Fax:- 022-26106052	
Email:- bimalokpal.mumbai@ecoi.co.in	
NOIDA	States of Uttaranchal and the following Districts of Uttar
Office of the Insurance Ombudsman,	
Bhagwan Sahai Palace,	Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun,
4th Floor, Main Road,	Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah,
Naya Bans, Sector-15,	
Gautam Budh Nagar, Noida	Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj,
Email:- bimalokpal.noida@ecoi.co.in	Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	States of Bihar and Jharkhand.
Office of the Insurance Ombudsman,	States of Binar and markhand.
1st Floor, Kalpana Arcade Building,	
Bazar Samiti Road.	
Bahadurpur, Patna - 800 006.	
1 2012 333	
Email:- bimalokpal.patna@ecoi.co.in PUNF	
	States of Maharashtra, Area of Navi Mumbai and Thane
Office of the Insurance Ombudsman,	excluding Mumbai Metropolitan Region.
Jeevan Darshan Building, 3rd Floor,	
CTS Nos. 195 to 198,	
NC Kelkar Road, Narayan Peth,	
Pune - 411 030	
Tel: 020 -32341320	
Email:- <u>bimalokpal.pune@ecoi.co.in</u>	

2.4 The Ombudsman shall receive and consider complaints or disputes relating to—

- (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;
- (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, 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
- (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).
- **2.5** Any person who has a grievance against an insurer, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.
- **2.6** The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the



Insurance Ombudsman.

- 2.7 No complaint to the Insurance Ombudsman shall lie unless—
 - (a) the complainant makes a written representation to the insurer named in the complaint and—
 - (i) either the insurer had rejected the complaint; or
 - (ii) the complainant had not received any reply within a period of one month after the insurer received his representation; or
 - (iii) the complainant is not satisfied with the reply given to him by the insurer;
 - (b) The complaint is made within one year-
 - (i) after the order of the insurer rejecting the representation is received; or
 - (ii) after receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - (iii) after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant .
- **2.8** No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.





Annexure A

A. Section 38 - Assignment and Transfer of Insurance Policies

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

- 1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Company
- 3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 5. The transfer of assignment shall not be operative as against the company until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the Company
- 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7. On receipt of notice with fee, we will grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the Company of duly receiving the notice.
- 8. The policyholder may send such notice to our office address as mentioned in the policy document where the policy is being serviced.
- 9. We 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, we will 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 Company, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Company
- 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 Company; 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 shall be referred to Authority.
- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a) where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b) where the transfer or assignment is made upon condition that
 - i.the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

- 14. In other cases, we will, 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
- 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) Act, 2015 shall not be affected by this section.

Please note: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 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 B

B. Section 39 - Nomination by policyholder

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

- 1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee.
- 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 company and can be registered by the company 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 Company for the Company to be liable to such nominee. Otherwise, we will not be liable if a bonafide payment is made to the person named in the policy or in the registered records of the company.
- 7. Fee to be paid to the Company for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 8. On receipt of notice with fee, we will grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the Company 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 the Company'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 them

the nominees are beneficially entitled to the amount payable by the Company 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) Act, 2015.
- 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 (MWP Act) applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015 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

Please note: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 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 C

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 are as follows:

- 1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - a) the date of issuance of policy or
 - b) the date of commencement of risk or
 - c) the date of revival of policy or
 - d) the date of rider to the policy

whichever is later.

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

whichever is later.

For this, we will 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 Company or to induce the Company 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. We will not 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 Company. 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 Company will 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 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 Company. The onus is on the Company to show that if the Company 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 it 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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