

**SUD Life COVID-19 Benefit Rider - Traditional  
(UIN- 142B023V01)  
Individual Non Linked Non Participating Rider**

**PART A  
Welcome Letter**

**Date: <     >**

<<Name of the Policyholder>>  
<<Address of the Policyholder>>

Dear Sir/Madam,

Sub: Your Rider Policy Number <<\_\_\_\_\_>>

Welcome to Star Union Dai-ichi Life Insurance (SUD Life) family.

We, at SUD Life, thank you for trusting us as your financial partner and in helping you to financially secure lives of your loved ones.

We are enclosing herewith your Rider Policy Document, a copy of your proposal form and other related documents, for your records. We request you to check your personal details, terms and conditions and the privileges under this rider policy, carefully. If you find any discrepancy in the Rider Policy Document, please get in touch with us for the required corrections.

In case you do not agree to any of the provisions stated in the Rider policy or the Rider policy details, you may return the rider policy to us, specifying reasons thereof, within 15 days (30 days, if this Rider Policy has been taken through Distance Marketing mode) from receipt of this letter. You will need to send us the original Policy document and a written request stating your reasons for cancellation, post which we will refund your Premium after deducting the pro rata risk Premium, stamp duty and charges for medical examination, if any.

For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance Policy by the IR.

For New e-Insurance Account: If an application for e-Insurance Account accompanies the proposal for insurance, the date of receipt of the 'welcome kit' from the IR with the credentials to log on to the e-Insurance Account (eIA) or the delivery date of the email confirming the grant of access to the eIA or the delivery date of the email confirming the credit of the Insurance policy by the IR to the eIA, whichever is later, shall be reckoned for the purpose of computation of the free look period.

Please quote your Base Policy Number for which the rider is attached in all your future correspondence with us, as this will help us to serve you better. In case you require any information about our other life insurance products, please get in touch with our executive, who has advised you to take this rider policy.

For any assistance relating to your rider policy or any claims enquiry, you may get in touch with us via Toll Free No: 18002668833 or Land line No: 022-71966200 or email us on [customercare@sudlife.in](mailto:customercare@sudlife.in).

We thank you once again for your patronage and look forward to your continued support in future as well.

Yours Sincerely,

Signed for and on behalf of SUD Life Insurance Company Limited

Authorized Signatory

**Star Union Dai-ichi Life Insurance Company Ltd.**

Registered Office: 11th floor, Vishwaroop I.T. Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai-400 703

**SUD Life COVID-19 Benefit Rider - Traditional  
(UIN- 142B023V01)  
Individual Non Linked Non Participating Rider**

Corporate Agent Name /Agent/ Broker/ Insurance Marketing Firms (IMF)/ Sales Representative Name:	
Specified Person/ Insurance Sales Person (ISP) Name:	
Specified Person/Agent/ Broker/ IMF Code:	
Specified Person/ Agent/ Broker/ IMF Registration Code:	
Specified Person/ Agent/ Broker/ IMF Tel. No.:	
Specified Person/ Agent/ Broker/ IMF Email ID:	
Specified Person/Agent/ Broker/ IMF Address:	

**PREAMBLE**

This rider contract comprising of these terms and conditions ("**Rider Contract**") forms part of the ("**Base Policy**") issued by Star Union Dai-ichi Life Insurance Company Limited ("**Company**") to the Policyholder as specified in the Schedule. In addition to the terms and conditions of this Rider Contract, this Rider Contract shall also be governed by the terms and conditions of the Base Policy. In case, there is any discrepancy in the provisions of the Base Policy and this Rider Contract, the provisions of this Rider Contract shall prevail in relation to the provisions as specified in this Rider Contract. The words and phrases used in or referred to but not defined in this Rider Contract shall have the meaning as assigned to them in the Base Policy.

## SCHEDULE

### Rider Policy Details

Date of Application	< >	Application Number	< >	
Policy Number	< >	Client ID	< >	
Date of Commencement of Rider Policy	< >	Date of Commencement of Risk	< >	
Rider Policy Term	3 Years	Rider Expiry Date	< >	
Premium Payment Mode	Single Premium			
Rider Details	Sum Assured (Rs.)	Installment Premium (Rs.)	Applicable taxes (b)	Total Instalment Premium plus applicable taxes, if any (Rs.) (a+b)
	< >	< >	< >	< >

### Policyholder Details

Name of the Policyholder	
Date of Birth	Age
Gender	Address
Telephone No.	Mobile No.
Email	

### Life Insured Details

Name	Age Admitted
Date of Birth	Age
Gender	Telephone No.
Address	Mobile No
Email	

Special Provisions (if any) : << >>

Stamp Duty of Rs. << >> is paid for this policy by pay order, vide Mudrank no XXX dated dd/mm/yyyy.

Signed for and on behalf of Star Union Dai-ichi Life Insurance Company Limited

(Authorized Signatory Name)

### Authorised Signatory

IRDAI Regn: 142 | CIN - U66010MH2007PLC174472

Note:

Your Life Cover under this Rider Policy shall commence only on the Date of Commencement of Risk. On examination of this Rider Policy, if you notice any mistake, then this Policy Document is to be returned for correction to the Company.

## PART B

### 1. Definitions

<b>Term</b>	<b>Meaning</b>
<b>Age</b>	The age of the Life Insured as at last birthday
<b>Application</b>	Refers to the proposal form as defined under IRDAI (Protection of Policyholders' Interest) Regulations, 2017 and amendments thereto, completed, signed and submitted by the Proposer to the Company for obtaining insurance coverage under this Policy
<b>Assignment</b>	Means transfer by the Policyholder (the assignor) of the benefits or proceeds of the Policy to another person (the assignee)
<b>Accident</b>	A sudden, unforeseen and involuntary event caused by an external, violent and visible means
<b>Beneficiary</b>	Refers to the person who is entitled to receive benefits under this Policy. The beneficiary may be Policyholder or Life Insured or his Assignee or Nominee or other Legal Representatives as the case may be.
<b>Business Day or Working Day</b>	The day on which the offices of the Company remain open for transactions with the public at the place where the concerned transaction is to be carried out.
<b>COVID-19</b>	For the purpose of this Rider Policy, COVID-19 means coronavirus disease as defined by the World Health Organization (WHO) and caused by the virus SARS-CoV2
<b>Claimant</b>	Refers to the policyholder or the nominee or the assignee or the legal heir of the policyholder/ nominee as the case may be.
<b>Date of Commencement of Policy</b>	Refers to the date as mentioned in the Schedule from which the Policy Anniversaries, Policy Term, Policy Years, and Premium Due Dates are determined
<b>Date of Commencement of Risk</b>	Refers to the date on which your rights, benefits and risk cover begin, as shown in the Policy Schedule
<b>Death Benefit</b>	The amount of benefit payable on death of the Life Insured
<b>Diagnosis</b>	For the purpose of this Rider Policy, Diagnosis means the determination of the presence of coronavirus disease (COVID-19 or SARS-COV-2). <i>Diagnosis made by laboratories authorised by Union Health Ministry of India or Government Authorized Diagnostic Centers for COVID-19 or SARS-COV-2 testing shall only be considered valid.</i>
<b>Free Look Period</b>	Means a period of 15 days (30 days if opted through Distance Marketing mode) from the date of receipt of Policy Document by Policyholder to review the terms and conditions of the Policy.
<b>Hospitalization</b>	Means admission in a Hospital for a minimum period of 24 consecutive 'Inpatient Care' hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
<b>Life Insured</b>	The person, as specified in Schedule, on whose life the life cover is effected and at whose death, the death benefit under this Policy will be payable.
<b>Maturity date</b>	Refers to the date specified in the Schedule on which the Policy matures.
<b>Nomination</b>	Refers to a process through which 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.
<b>Nominee(s)</b>	The Nominee(s) means such person(s) so nominated by the Policyholder under this Rider Policy and registered with the Company.
<b>Policy Term</b>	Refers to the term of the Policy as mentioned in Schedule
<b>Policy Year</b>	A period of 12 consecutive months commencing from the Date of Commencement of Policy and every period of 12 consecutive months thereafter
<b>Policyholder or Proposer</b>	The person, as specified in Schedule, who is the owner of this policy and who has taken this Policy from the Company.

<b>Quarantine</b>	For the purpose of this Rider Policy, Quarantine shall mean isolation which is prescribed by either the Union Health Ministry-approved testing centre, or the Central or the State Government; and in a place arranged and approved as a Quarantine center by the Central or State Government. Self-Quarantine or Home Quarantine shall not be considered as Quarantine.
<b>Rider Benefit</b>	Means an amount of benefit payable on a specified event offered under the rider and is allowed as add-on benefit to benefit under base product.
<b>Rider Sum Assured</b>	Means the absolute amount of benefit which is payable on death of the Life Insured, and as specified in the Policy Schedule
<b>Surrender</b>	Complete withdrawal or termination of the entire Policy.
<b>Surrender Value</b>	The amount which is payable in accordance with Section 4 at the time of surrender of this Policy by the Policyholder.
<b>Waiting Period</b>	This refers to a period of 15 days as stated under Section 2 of the rider policy.
<b>We, Us, Ours, Company</b>	Refers to Star Union Dai-ichi Life Insurance Co. Ltd (SUD Life)
<b>You, Your/ Yours</b>	Refers to the Policyholder

SAMPLE

## PART C

### 2. Benefits

#### (a) On Hospitalization/ Quarantine

In case the Life Insured is tested positive for COVID-19 or SARS-COV-2 from Government Authorized Diagnostic Centers and Quarantined or Hospitalized then provided that the rider policy is in-force, We will pay an amount equal to 25% of the Rider Sum Assured to the Life Insured and the policy will continue thereafter for the remaining policy term with life cover.

The Company will pay this benefit only once during the term of this rider policy.

#### (b) On Death due to COVID-19 or SARS-COV-2

In case of death of the Life Insured due to COVID-19 or SARS-COV-2 where such diagnosis was done at any of the certified Government Authorized Centers then provided that the rider policy is in-force, We will pay 100% of Rider Sum Assured to the Nominee/ Beneficiary and the rider contract will terminate immediately.

**Waiting Period** - The benefit on Quarantine or Hospitalization or Death benefit as stated above will be paid by the Company subject to the Life Insured meeting the initial waiting period of 15 days from date of commencement of risk under the rider policy. Further, in case the Life Insured travels outside India during the term of this rider policy, a waiting period of 15 days will re-apply from the date of reaching back to India, irrespective of the period/ duration of stay outside India and date of commencement of the policy.

Any claim arising outside India or during a waiting period as stated above will not be admissible under the policy.

#### (c) Maturity Benefit

No maturity benefit is available under this rider.

### 3. Payment of Premium

This is a Single premium policy.

## PART D

### 4. Surrender Benefit

You may surrender your rider policy anytime during the rider policy term by providing a written request to the Company. Once the rider is surrendered, it cannot be opted again at any time during the outstanding policy term of the base plan.

On surrender of the rider policy, the Company will pay the surrender value as defined below:

***Surrender Value = 70% multiplied by Single premium (Excluding GST and Extra, if any) multiplied by (Unexpired Rider Policy Term (in days) divided by Total Rider Policy Term (in days))***

The rider policy will terminate once the rider is surrendered.

### 5. Termination

This rider policy shall terminate automatically on the earlier of the happening of any of the following:

- a) When the coverage under the base policy to which the rider is attached expires due to settlement of a claim.
- b) When the coverage under the base policy to which the rider is attached expires due to cancellation or surrender.
- c) When the coverage under the base policy to which the rider is attached lapses on account of non-payment of premiums and has not being revived within the revival period allowed under the Base plan
- d) When the coverage under the Rider Policy expires due to expiry of the Policy Term.
- e) On cancellation of the rider cover or surrender of rider
- f) Under all the circumstances leading to the termination/cancellation of the Base Policy to which this rider would be attached
- g) On Death of the Life Insured, upon payment of Death Benefit
- h) On payment of free look cancellation proceeds.

### 6. Exclusions

The Company shall not be liable to make any payment under this Policy:

- (a) For Hospitalization Benefit, if the claim is for any illness, sickness or disease other than COVID-19 or SARS-COV-2;
- (b) If the Life Insured recovers and is tested negative for COVID-19 or SARS-COV-2 however dies subsequently due to other morbidity;
- (c) If any claim with respect to COVID-19 or SARS-COV-2 contracted or manifested or the onset of disease is prior to risk commencement date of this rider policy;
- (d) In case of any confirmed positive diagnosis or death due to COVID-19 or SARS-COV-2 during the waiting period as defined under this rider policy;
- (e) In case the Life Insured travels outside India during the term of this rider policy, no claim will be paid for the period of travel outside India and during the waiting period after the travel;
- (f) Self-Quarantine or Home Quarantine or Quarantine advised by any unauthorized centre;
- (g) In the event the Life Insured commits suicide, whether sane or insane, within 12 months from the Date of Commencement of Risk or date of revival of the rider policy, as applicable, the Policyholder/ Nominee or Beneficiary, shall be entitled to an amount which is higher of 80% of the Total premiums paid till the date of death of the Life Insured or the Surrender Value available as on date of death of the Life Insured, provided the rider policy is in force;
- (h) In case of accidental death of the Life Insured.

The above stated exclusions will be in addition to the exclusions provided under the Base Policy.

### 7. Free Look Period

You have a period of 15 days (30 days, if the policy is opted through Distance Marketing mode) from the date of the receipt of this policy document to review the terms and conditions of this Policy. If you disagree to any of the terms or conditions of the Policy, You have an option to cancel and return this policy document to Us stating the reasons for such objections.

In such an event, this Policy shall terminate and You shall be entitled to a refund of the amount of premium paid subject to a deduction of a proportionate risk premium for the period of cover, any expenses incurred by Us on medical examination, if any and stamp duty charges.

*Distance Marketing mode includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail and interactive television (iv) physical mode which includes direct postal mail and newspaper & magazine inserts and (v) solicitation through any means of communication other than in person*

If the Rider Policy has been applied for after purchase of the base policy, then the Free Look period for the Rider shall commence from date of receipt of the Rider Policy Document.

#### **8. Policy Loan**

Policy Loan is not available under this rider.

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**PART E**  
**Rider Charges**

Not Applicable

SAMPLE

## PART F

### 9. Claims Processing

- (a) **Hospitalization Claim** - Following documents are required for notifying Hospitalization claim:
- (i) Claimant's statement/ claim form;
  - (ii) Lab report from authorized testing center with sign and stamp, confirming positive for COVID-19 or SARS-COV-2;
  - (iii) Certificate from Government medical officer confirming diagnosis or from any medical practitioner authorized by government to issue such certificates;
  - (iv) Any treatment papers, Doctor's Certificate, Discharge Summary, other Investigation reports
- (b) **Death Claim** - Following documents are required for notifying death claim:
- (i) Rider Policy Document
  - (ii) Claimant's statement/ claim form;
  - (iii) Lab report from authorized testing center with sign and stamp, confirming positive for COVID-19 or SARS-COV-2;
  - (iv) Certificate from Government medical officer confirming diagnosis or from any medical practitioner authorized by government to issue such certificates;
  - (v) Any treatment papers, Doctor's Certificate, Discharged Summary, other Investigation reports
  - (vi) Copy of the death certificate duly attested by the competent authority;
  - (vii) Copy of photo-identity proof of the claimant and supporting documents evidencing the rights of claimants; and
  - (viii) any additional information and documents required by the Company for assessing the validity of a claim and for processing a claim request
- (c) All benefits payable under this Policy will be paid by the Company in Indian rupees.
- (d) A discharge or receipt by the Policyholder or the Nominee/ Beneficiary shall be a good, valid and sufficient discharge to the Company in respect of any payment made by the Company hereunder.
- (e) Upon receipt of satisfactory proof of a claim under this Policy, the Company shall process the claim request.

### 10. Assignment

Assignment of this policy will be in accordance to Section 38 of The Insurance Act 1938, as amended from time to time and be subject to the terms and conditions as applicable to the Base policy to which this rider would be attached. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 1 for reference.

### 11. Nomination

Nomination is allowed as per the provisions of Section 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 Annexure – 2 for reference.

### 12. Fraud and Mis-representation & 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. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 3 for reference

### 13. Variation of the Rider Contract

The Company shall have the right to vary, from time to time and at any time, the terms and conditions of this Rider Contract subject to prior approval of IRDAI. Such variations shall apply to the Life Insured with effect from the date of such variation as may be mutually agreed between the Company and the Policyholder.

### 14. Notices

Any notice, direction or instruction given under this Rider Contract shall be in writing and delivered by hand, post, facsimile or e-mail to

(a) The Policyholder / Beneficiary

Any notice, information or communication from the Company shall be mailed to the address of the Policyholder mentioned in Schedule to this Policy Document or to the changed address as intimated to the Company in writing.

(b) The Company

Star Union Dai-ichi Life Insurance Company Ltd., 11<sup>th</sup> Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai – 400 703. Email – [customercare@sudlife.in](mailto:customercare@sudlife.in)

**15. Change of address**

(a) By You - It is very important that You immediately communicate Us about any change of address or nomination to enable the Company to service this Policy effectively.

(b) By The Company – We will change the address stated above and intimate You of such change by suitable means.

**16. Loss of a Policy Document**

(a) If the Policy Document is lost or misplaced, You will have to give Us a written request stating the fact and the reason of the loss. We will issue a duplicate Policy Document at no extra cost, if we are satisfied that the Policy Document is lost. On the issue of the duplicate Policy Document, the original Policy Document immediately and automatically ceases to have any validity.

(b) The Policyholder agrees to indemnify and hold the Company free and harmless from any costs, expenses, claims, awards or judgments arising out of or in relation to the original Policy Document.

**17. Governing Laws & Jurisdiction**

The terms and conditions of this Rider Contract shall be governed by and subject to the Indian laws. All matters and disputes arising from or relating to or concerning this Contract shall be governed by and determined in accordance with Indian laws and shall be subject to the jurisdiction of the courts as prescribed in the relevant laws/ Acts.

## PART G

### 18. Grievance Redressal Mechanism

Grievance Redressal Mechanism has been set-up for the resolution of any dispute or grievances/ complaint in respect of Policy. You are requested to submit a written complaint at any of the below mentioned touch points:

- (a) Toll Free No 1800 266 8833 Monday – Saturday from 9:30 am to 6:30 pm
- (b) Email to Us at [customercare@sudlife.in](mailto:customercare@sudlife.in)
- (c) Write to Us at Customer Care, Star Union Dai-ichi Life Insurance Co. Ltd., 11<sup>th</sup> Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai – 400 703.
- (d) Online through website [www.sudlife.in](http://www.sudlife.in)
- (e) Any of SUD Life's Regional/ Branch Office. Our Regional/ Branch office addresses are available on our website

If You are not satisfied with the response provided by any of the above touch points, You may write to the Grievance Redressal Officer at [grievanceredressal@sudlife.in](mailto:grievanceredressal@sudlife.in) or send a communication at Grievance Redressal Officer, Star Union Dai-ichi Life Insurance Company Ltd., 11<sup>th</sup> Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai – 400 703.

To further escalate the matter, You may write to the Chief Grievance Redressal Officer at [cgro@sudlife.in](mailto:cgro@sudlife.in) or send a communication at Chief Grievance Redressal Officer, Star Union Dai-ichi Life Insurance Company Ltd., 11<sup>th</sup> Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai – 400 703.

An acknowledgment to all complaints received will be sent by the Company within 3 working days of receipt of the complaint/grievance.

However, if still You are not satisfied with our response or do not receive a response from Us within 15 days, You may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

**IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255**

Email ID: [complaints@irda.gov.in](mailto: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, Gachihowli, Hyderabad – 500 032, Telangana

Fax No: 91- 40 – 6678 9768

#### **Manner of making complaint to Insurance Ombudsman:**

- a) If the Policyholder is not satisfied with the decision/ resolution or complaint is still not resolved, then they may approach the Insurance Ombudsman (at the address given below), by making a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the insurer complained against is located, or the residential address or place of residence of the complainant is located, and if his/ her issues pertains to the following as per the provisions of Rule 13(1) of the Insurance Ombudsman Rules 2017:

- (i) delay in settlement of claim;
- (ii) any partial or total repudiation of claims
- (iii) dispute over premium paid or payable in terms of insurance policy;

- (iv) misrepresentation of policy terms and conditions at any time in the policy documents or policy contract;
- (v) Legal construction of insurance policies in so far as the disputes relates to claim;
- (vi) Policy servicing related grievances against insurer and their agents and intermediaries;
- (vii) Issuance of policy not in conformity with proposal form submitted
- (viii) Non-issuance of insurance policy after receipt of premium;
- (ix) any other matter resulting from violation of provision of Insurance Act, 1938 or the regulation, circulars, guidelines or instruction 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 in clause (i) to (viii).
- b) The complaint should be made in writing duly signed by the complainant or by his/ her legal heirs, nominee or assignee with full details of the complaint, the name and contact details of complainant and the name of the branch or office of the insurer against which the complaint is made, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
- c) As per provision of Rule 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made:
- Only if a representation had been made to the Company in regard to the grievance and the same has been rejected by the Company or the complainant is not satisfied with the reply of the Company or no reply has been received to the representation for a period of 1 month after it is received by the Company;
  - Within a period of 1 year from the date of receipt of rejection order or from the date of receipt of final reply of the Company;
  - The complaint is not on the same subject matter for which any proceedings before any court or consumer forum or arbitrator is pending or were so earlier.

The list of the Ombudsman with their addresses has been given below:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel nos: 079-25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	Gujarat , UT of 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, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	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: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>	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: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>	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: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
NEW DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telgana, Yanam – a part of the UT of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@gbic.co.in">Bimalokpal.jaipur@gbic.co.in</a>	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>	Kerala , Lakshadweep , Mahe – a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>	West Bengal , Andaman & Nicobar Islands , Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>	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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe,	Goa, Mumbai Metropolitan Region

	S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>	excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>	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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane Excluding Mumbai Metropolitan Region.

**Section 38- Assignment and Transfer of Insurance Policies.**

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

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

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



**Section 39- Nomination by policyholder**

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

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
  - 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 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 Act 1938 as amended from time to time.
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 Act 1938 as amended from time to time, 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 nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

**[Disclaimer: This is a simplified version of Section 39 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details]**

**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, amended from time to time are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy  
whichever is later.
2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy  
whichever is later.

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

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

**[Disclaimer: This is a simplified version of Section 45 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details].**