

GENERAL

In this contract, "you" or "your" will refer to the Policyholder of this Policy, "Member" will refer to Member Insured under this Policy and "we", "us", "our", "insurer" "BSLI" or "the Company" will refer to Birla Sun Life Insurance Company Limited, or any of its successors.

This is a One Year Renewal Group Term Insurance Plan and the terms and conditions of the plan are as mentioned under this contract

BSLI may amend or place endorsement/s to this Policy from time to time for any changes agreed to by the Policyholder and BSLI and any such amendments or endorsement/s will form part of this policy.

Please read this policy document carefully.

DEFINITIONS

"Age" means that age at last birthday, in completed years attained as on the Coverage Effective Date.

"Beneficiary" or "Nominee" means the person or persons last nominated by the Member and registered with policyholder to receive the benefits under this policy in the event of the Member's death while being covered under this policy.

"Cost and Benefits Particulars" means the information set out in Policy Schedule to be determined by BSLI in respect of each Member.

"Certificate of Insurance (COI)" means statement evidencing the Coverage of the Member under the Policy, subject to the terms and conditions of the Policy.

"Coverage" means the death benefit/ Sum Assured payable in respect of an individual Member under the Policy.

"Free Cover Limit" means the Sum Assured limit where the Member is not required to submit evidence of insurability in order to qualify for protection under this plan.

"IRDAI" means the Insurance Regulatory and Development Authority of India.

"Member" means a person whose cover is in effect and in respect of whom BSLI has determined Cost and Benefits Particulars.

"Member Data List" means list having names of Members Insured, Age, installment premium, Coverage term, Coverage Expiry Date and Sum Assured.

"Monthly Processing Date" means the same day of each calendar month following the Policy Effective Date on which Members may be granted cover under this policy

"Normal Retirement Age" means the retirement age as specified by the Policyholder (applicable to employer-employee group only).

"Premium Due Dates" means the date on which premium becomes payable. Premium Due Dates will be the Policy Effective Date of the Policy and the same day of each following month, quarter, half-year or year depending on the mode of premium payment as monthly, quarterly, semi-annually or annually respectively.

"Policy" means the Group Protection Solutions Policy taken by the Policyholder for providing Coverage to its Members.

"Policy Issue Date" means the date on which this Policy is issued by the Company.

"Policy Effective Date" means the date on which your rights and benefits under this Policy begin, as shown in your Policy Schedule.

"Rider Cover" means one or more of the additional covers available under this policy.

"Sum Assured" means the amount that BSLI will pay as per the terms and conditions of this policy and as set out in each Member's Cost and Benefits Particulars.

"Waiting Period" means the period from the date of commencement of cover till the number of days mentioned in the Policy Schedule, wherein no claim will be paid.

POLICY VALUE PROVISIONS

Policy Premium

The Policyholder shall pay all installment or annual premium as calculated by BSLI for all the lives insured, on each Premium Due Date or on policy effective date. BSLI will not accept part/short premium on any occasion or for any reason. The Policyholder shall pay the premium for new Members on each Monthly Processing Date or shall keep an Advance Deposit with us.

The modal loading factors applied to arrive at the installment premium is as under

Premium paying modes	Modal Loading (% of Annual premium)
Semi-annual	2%
Quarterly	3%
Monthly	4%

Subject to the Policy Discontinuance provision, we must receive policy premiums when due in order for the Member Coverage to remain in effect.

Grace period

For Annual Premium Mode, there is no grace period.

For other premium paying modes, the policy has a 30 day grace period from the date of first unpaid premium. Any claims arising during the grace period will be considered valid and will be paid immediately.

POLICY BENEFIT PROVISIONS

The cover for the group of Members in respect of whom the premium has been so calculated would commence on receipt of the full premium so computed in respect of all such Members and acceptance of risk on underwriting, if any, in respect of any individual Member.

On Death:

In an event of the death of the Member, BSLI shall pay the Sum Assured as mentioned in the Policy Schedule of this contract.

The death benefit can be paid either as a lump sum or in installments. If the policyholder selects the installment option, the first x% is paid on death of the life insured (where x is chosen by the policyholder or Member as allowed by the underlying scheme rules). The remaining death benefit will be paid in equal installments annually in arrears over a period of 1 to 10 years, this period being selected at outset by the policyholder, or by the Member if permitted by the scheme rules.

The installment amount is calculated as follows:

$$\left((1 - x\%) \times \frac{\text{Death Benefit}}{\text{Installment Period}} \right) \times \text{Installment Factor}$$

Installment Period (Years)	Installment Factor
1	1.06
2	1.09
3	1.12
4	1.15
5	1.18
6	1.22
7	1.25
8	1.28
9	1.32
10	1.35

In case the nominee would like to get a lump sum instead of the regular payouts, a discounted value of the outstanding regular installments shall be paid as lump sum. The lump sum will be at least equal to death benefit less one time payment of x% of death benefit less instalments already paid. The discounted value shall be calculated using the pricing rate of interest of 6.00% per annum. This rate of interest is not guaranteed and will be revised by BSLI (subject to prior approval from IRDAI) from time to time, taking into account the expected future economic environment.

In case of employer employee / affinity groups/ lender – borrower policies for non regulated entities we shall pay the death benefit to the nominee/legal heir of the Member.

In case of lender borrower policies for regulated entities we will make the death benefit payment to the extent of outstanding loan amount to the policyholder and the balance, if any, to the nominee/legal heir of the member.

Spouse Cover:

If covered on compulsory basis, cover is provided on the same basis as for Members covered on a compulsory basis; i.e., no exclusions shall apply and the premium rating shall be in line with that of the compulsory groups. If covered on voluntary basis, then the same exclusions and premium rate adjustments are applied as for Members covered on a voluntary basis.

Maturity Benefit:

The Policy does not offer any maturity or survival benefit

Surrender Benefit

The Policy does not offer any surrender benefit.

Grace period

For Annual Premium Mode, there is no grace period.

For Other Premium Modes, the policy has a 30 day grace period from the date of first unpaid premium. Any claims arising during the grace period will be considered valid and will be paid immediately.

POLICY PROVISIONS

Free-look Period

There is no free-look applicable under this plan

Policy Discontinuance

For Annual Premium Mode, there is no grace period. If premiums are not paid by the premium due date all the coverage ceases and the policy lapses with immediate effect.

For Other Premium Modes, the policy has a 30 day grace period from the date of first unpaid premium. Any claims arising during the grace period will be considered valid and will be paid immediately. The outstanding premium amount will be recovered from claim amount. If we do not receive the premium by the end of grace period, this policy will lapse with immediate effect.

Reinstatement

It is possible to reinstate the policy within the term of the policy by paying the appropriate modal premium for the following policy year for members who are alive on the date of renewal. Renewal within 30 days is permitted based on no claims confirmation from the policyholder.

Policies with a premium mode other than annual may be revived, as follows. If a premium due within the policy year remains unpaid at the end of the grace period, the policy may be revived prior to the expiry of the policy year. In such a situation cover is only provided from the date of receipt of the revival premium and the revival premium will be reduced proportionately to reflect the reduced period of cover, taking account of the premium mode selected.

Termination of Cover

The Cover in respect of any Member under this policy will terminate on the earliest of the following dates for those Members who do not opt to continue cover to the next renewal date:

- Date of cessation of employment/Membership of the Member
- Date on which due premiums for this Cover remaining unpaid or end of grace period depending upon premium paying mode.
- Date of death of the Member
- Date Member attains retirement age
- Date this Policy is terminated

On termination of life insurance cover under this policy all other covers opted including rider covers will terminate.

Termination of policy by Policyholder

The policy terminates immediately if any premium remains unpaid at the end of the grace period.

If the Policyholder gives written notice to BSLI that this policy in full or some of the benefits for all Members is to terminate, it will terminate on the earlier of the following dates for those Members who do not opt to continue cover to the next renewal date:

- Date specified in the notice
- Next annual renewal date

BSLI will refund the pro-rate premium from the termination date to the next renewal. All life cover provided to Members ceases from the termination date.

Individual Conversion Option

The Member has the option to continue their coverage as an individual policy in the event the policyholder has surrendered the policy

Adding a Member

The policyholder can choose to cover new Members during the policy year by paying the pro-rata premium. The policyholder should inform BSLI with the list of mid-year joiners and the risk commencement date will be as per the scheme rules. In case of inadequate premium, the cover will begin from the date of receipt of the full premium.

The cover to a new Member will be restricted to the Free Cover Limit till the completion of medicals and/or underwriting requirements

We can discontinue addition of new Members by giving a 30 days notice to Policyholder of this effect.

Deleting a Member

If a Member leaves the scheme during the policy year (due to reasons other than death) BSLI will refund the pro-rata premium to the policyholder or Member depending upon who has paid the premium. The policyholder should inform BSLI with the list of mid-year deletions for Members leaving the scheme as per the scheme rules. The risk will cease from the date of leaving. The refund of premium will be calculated as 100% of the unearned gross premium from the date of leaving to the renewal date or the next premium due date.

Increase or decrease in Sum Assured

The policyholder will be allowed to increase or decrease the cover amount of the Members during the year according to the definition of the cover for the group. The permissible changes are:

- i. where the policyholder requires a change in the level or structure of the cover;
- ii. where a Member receives a salary increase and the benefits are determined in relation to salary; or where a Member receives a promotion and the benefits are determined in relation to grade. Any such change in benefit would be as per scheme rules and is subject to the same terms and condition and will have same FCL limits as applicable to the entire group

Policy Loan

This Policy does not offer policy loan facility.

Not Applicable (as it is not a unit linked plan)

SAMPLE

GENERAL PROVISIONS

Contract

Your Contract includes this policy document, the application for the Policy and any amendments agreed upon in writing after the Policy is issued. The contract also includes declarations given by the Policyholder and written statements and answers furnished as evidence of insurability. We are bound only by statements that are part of the Contract. Only our authorized officers can agree to any change in the Contract and then only in writing.

This Contract does not provide for participation in the distribution of profits or surplus declared by the Insurer.

Currency and Place of Payment

All payments to or by us will be in accordance with the prevailing Exchange Control regulations and other relevant laws and regulations of India.

Indian Rupee (Rs.) is the currency of this policy. We will make or accept payments relating to this policy at any of our offices in India or such other locations as determined by us from time to time.

Underwriting and Place of Medical Examination

The eligible Member has to complete the requirements necessary for the underwriting process within prescribed timelines set by BSLI.

The cost of required medical tests will be borne by the BSLI if all the medical tests are carried out through our empanelled medical service providers.

Profit Sharing

Profit-sharing shall only be offered for compulsory employer-employee schemes where a unit rate has been quoted and where the policyholder bears the premium.

The Policyholder may opt for profit sharing. There are following profit sharing options:

Code	Profit Sharing Formula*
1	50% of (75% of (Premium Received - Stamp Duty Charges) - Incurred Claims – projected IBNR Claims – Commission Paid – Losses Carry Forward)
2	75% of (75% of (Premium Received - Stamp Duty Charges) - Incurred Claims – projected IBNR Claims – Commission Paid – Losses Carry Forward)

* (indicates the amount which will be deducted from renewal premium)

Assignment

Not allowed under this policy.

Nomination

Allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

For more details on the nomination, please refer to **Annexure B**.

Claim Procedures

The Policyholder should notify the Insurer, in writing, of the claim with proof of claim to the 'Claims Department' at the registered office of the Company within thirty days from the date on which claim arises in respect of any Member.

The Policyholder will be responsible for any cost associated with any notice or proof of claim. If a Member covered under this policy

dies while the policy is in force, BSLI will pay the Sum Assured, provided that it receives evidence satisfactory to it of the death of the Member

Documents required to settle a Death Claim are:

- i. Certificate of Insurance, issued at the inception/renewal whichever is applicable.
- ii. Copy of Death Certificate of the Member duly attested by Group Policyholder
- iii. Death claim form dully filled by Group Policyholder
- iv. Claimant's Statement to be filled by the Nominee of the deceased Member
- v. Medical Attendant Certificate (copies of all Medical Reports, Treatment Reports, Discharge Summary duly attested by the Group Policyholder)
- vi. Employer's Certificate,
- vii. Copy of standard age proof of deceased Member (if retained by the Group Policyholder at inception, duly attested by the Group Policy Holder)
- viii. Documentary evidence establishing beneficiary's relationship with Life assured
- ix. Pre Printed cancelled cheque/ Bank Statement /Passbook copy containing Account No & IFSC code

In case of **lender borrower policies for regulated entities**, the following additional requirements shall be called for:-

- I. The Authorization obtained from the Member Insured at the time of joining the group insurance scheme/policy or at a later date.
- II. Credit Account Statement with declaration duly filled by the Group Policy certifying the accuracy of the statement.
- III. Certification by the Group Policyholder on the Advance Discharge Receipt authenticating the beneficiary details.
- IV. Advance Discharge Receipt duly filled by the Group Policyholder &/or beneficiary as the case may be.

In case of Unnatural / Accidental Death following additional requirements shall be called for, copies of which need to be attested with seal and signature of the Group Policyholder.

- i. First Information Report
- ii. Post Mortem Report
- iii. Final Police Inquest Report

In case of employer employee / affinity groups/ lender – borrower policies for non regulated entities we will make the claim payment in the name of the nominee of the Member.

In case of lender borrower policies for regulated entities we will make the claim payment to the extent of outstanding loan amount to the policyholder and the balance, if any, to the nominee.

Documents required for settling a Accidental Death Rider (AD) & Accidental Death and Dismemberment Rider (ADD) claim

- Death Certificate
- Death Claim Form
- Pre Printed Cancel cheque/ Bank Passbook Copy of Group Policyholder/ beneficiary
- First Information Report
- Post Mortem Report
- Police Inquest Report
- Newspaper Cuttings/ Chemical Analysis, if available

For Accidental Death and Dismemberment Rider following additional documents are also required:-

- ADD Rider Claimant's Statement
- ADD Rider Claim Form
- ADD Rider Doctor Questionnaire

Documents required for settling a Total and Permanent Disability Rider claim:

- Claimant's Statement For Disability Claim
- Continuous Disability Statement
- Employer's Certificate - TPD Claim
- Medical Certificate For Disability
- PMS For Disability Claim
- Pre Printed Cancel cheque/ Bank Passbook Copy of the Member
- Medical Records/ Indoor Case papers/ Lab tests reports
- Accidental and Police Reports

Documents required for settling a Critical Illness Rider, Critical Illness Plus Rider, Critical Illness Premier Rider & Accelerated Critical Illness Premier Rider claim:

- CI Claimant Statement With EFT Mandate Form
- CI Rider Claim Form - To Be Filled By Group Policyholder
- CI Rider Doctor Questionnaire
- CI Rider Family Physician Certificate
- Pre Printed Cancel cheque/ Bank Passbook Copy of the Member
- Medical Records/ Indoor Case papers/ Lab tests reports

Documents required for settling a Accelerated Terminal Illness Rider claim:

- Accelerated TI Rider Claimant's Statement
- Accelerated TI Rider Claim Form
- Accelerated TI Rider Doctor Questionnaire
- Accelerated TI Rider Family Physician's Certificate
- Pre Printed Cancel cheque/ Bank Passbook Copy of the Member
- Medical Records/ Indoor Case papers/ Lab tests reports

Insurer may request additional information or requirement to support a proof of claim along with proof of death/disability/illness. If the information or requirements are not provided, benefits will not be payable till such information or requirements are received. However, Insurer may waive any requirement in its sole discretion on such terms and conditions, as it deems appropriate.

Member Register

You are responsible to maintain a register of members covered in prescribed format. We reserve the right to inspect the register of members at any time.

Change in Personal Details

BSLI should be informed in time by the Policyholder about any correction to be made in the personal details of the Member covered under the policy. Such changes will be reviewed retrospectively if they affect the premium/other terms of the policy.

The Policyholder will have to pay any shortfall in the premium and any excess of premium will be refunded to the Policyholder or credited to the premium deposit account.

Discharge Receipt

A receipt signed by the nominee/beneficiary, Policyholder or any person authorized in writing by the Policyholder shall be good, valid and sufficient discharge with respect to any payments made by us under this policy

Governing Laws

This policy shall be interpreted in accordance with and governed by the laws of India and only competent courts at the place of issue of this policy shall have jurisdiction to entertain legal action.

Taxation

The income tax benefits on your policy will be as per prevailing Income Tax laws in India and any amendment(s) made thereto from time to time. As per the applicable laws and any amendments made thereto from time to time, we reserve the right to:

- deduct or withhold tax as the case may be; and
- recover levies, taxes, cesses and duties including but not limited to service tax from you or adjust the same from the amounts paid by you or accrued or payable to you under the policy.

Actively at work (If applicable – See Policy Schedule)

The Members covered by this policy shall not be absent from work for more than 15 days immediately prior to the date of commencement of cover (including the date of inception of the cover).. In the event any Member had not been Actively on Duty as aforesaid and, for any reason the Policyholder has not incorporated the details of such Member, then the Policyholder shall furnish BSLI with the details of such Members within 15 days from the application date. The risk cover on these Members will be subject to underwriting by BSLI. If the Policyholder fails/omits/neglects to furnish the details as aforesaid, BSLI will be entitled to assume and proceed on the basis that all the Members proposed to be covered through this application had been Actively on Duty on the policy effective date.

Exclusions:

On Death benefit there are no exclusions for compulsory employer employee groups

Under voluntary or non employer- employee groups:

- Suicide: If the Life Insured covered under this Policy dies by suicide, whether sane or insane, within one year after the Effective Date or Date of Commencement of Coverage, whichever is later, BSLI will pay 80% of premiums paid in respect of the life insured..
- Waiting period of upto 45 days: BSLI will not accept any claims during the first 45 days (maximum waiting period) from the date of commencement of coverage for the Life Insured. The waiting period will not be applied in case of accidental death and in case the Member covered dies after satisfactory completion of medical underwriting.

For Rider exclusions, please refer to respective rider contracts or visit our website www.insurance.birlasunlife.com

Fraud and Misrepresentation

As per provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

For more details on Section 45 of the Insurance Act, 1938 please refer to Annexure C.

Grievance or Complaint

You may register your grievance or complaint with our **Head Customer Response & Resolution** at Customer Care Unit / Birla Sun Life Insurance Company Ltd./ One Indiabulls Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email: customerservice@birlasunlife.com.

In case you are dissatisfied with the decision of the above office or have not received any response with 10 days, you may contact **Head Service Assurance** at Customer Care Unit / Birla Sun Life Insurance Company Ltd. / One Indiabulls Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email: grievances@birlasunlife.com.

The complaint should be made in writing duly signed or through email by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant.

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 the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

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

Email ID: complaints@irda.gov.in

You can also register your complaint online at

<http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:
Consumer Affairs Department,
Insurance Regulatory and Development Authority of India,
9th floor, United India Towers, Basheerbagh,
Hyderabad – 500 029, Andhra Pradesh
Fax No: 91- 40 – 6678 9768

Risk Factors / Disclaimers

This policy is underwritten by Birla Sun Life Insurance Company Limited (BSLI) and is a traditional non participating group insurance plan. All terms & conditions are fully guaranteed throughout the policy term. BSLI reserves the right to recover levies such as the Service Tax and education cess levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you. Tax benefits are subject to changes in the tax laws. Insurance is the subject matter of the solicitation.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY DOCUMENT, THE PROVISIONS HEREIN SHALL STAND ALTERED, AMENDED, MODIFIED OR SUPERCEDED TO SUCH EXTENT AND IN SUCH MANNER AS MAY BE REQUIRED BY ANY CHANGE IN THE APPLICABLE LAW (INCLUDING BUT NOT LIMITED TO ANY REGULATIONS MADE OR DIRECTIONS / INSTRUCTIONS OR GUIDELINES ISSUED BY THE IRDA OF INDIA) OR ANY OTHER COMPETENT AUTHORITY OR AS MAY BE NECESSARY UNDER A JUDGEMENT OR ORDER /DIRECTION/ INSTRUCTION OF A COURT OF LAW.

Insurance Ombudsman

In case you are dissatisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman located nearest to you (please refer to Appendix I or visit our website www.insurance.birlasunlife.com) if your grievance pertains to:

- insurance claim that has been rejected or dispute of a claim on legal construction of the policy;
- delay in claim settlement;
- dispute with regard to premium; or
- non-receipt of your policy document.

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

- only if the grievance has been rejected by the grievance redressal machinery of the insurer;
- within a period of one year from the date of rejection by the insurer; and
- if it is not simultaneously under any litigation.

List of Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
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 / 27546139 Fax : 079 - 27546142 Email : bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel. : 080 - 26652048 / 26652049 Email : bimalokpal.bengaluru@gbic.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel. : 0755 - 2769201 / 2769202 Fax : 0755 - 2769203 Email : bimalokpal.bhopal@gbic.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel. : 0674 - 2596461 / 2596455 Fax : 0674 - 2596429 Email : bimalokpal.bhubaneswar@gbic.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017 Tel. : 0172 - 2706196 / 2706468 Fax : 0172 - 2708274 Email : bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018 Tel. : 044 - 24333668 / 24335284 Fax : 044 - 24333664 Email : bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel. : 011 - 23239633 / 23237539 Fax : 011 - 23230858 Email : bimalokpal.delhi@gbic.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel. : 0361 - 2132204 / 2132205 Fax : 0361 - 2732937 Email : bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel. : 040 - 65504123 / 23312122 Fax : 040 - 23376599 Email : bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel. : 0141 - 2740363 Email : Bimalokpal.jaipur@gbic.co.in	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 : bimalokpal.ernakulam@gbic.co.in	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 : bimalokpal.kolkata@gbic.co.in	West Bengal, Bihar, Sikkim, Jharkhand, Andaman & Nicobar Islands
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 : bimalokpal.lucknow@gbic.co.in	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, Srivasti, 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, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel. : 022 - 26106552 / 26106960 Fax : 022 - 26106052 Email : bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Email : bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Etah, Bulandshehar, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
Pune.	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030 Tel. : 020 - 32341320 Email : bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

ANNEXURE 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 by the Insurance Laws (Amendment) Act, 2015. 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 themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of the 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 applies or has at any time applied except where before or after the 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.

[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 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 by the Insurance Laws (Amendment) Act, 2015 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.

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