

Date:

PART - A

Name of the customer:

Name of the PFA/ Corporate Agent/ Relationship Manager/ Broker:

Address:

Code/License No:

Contact details:

Contact No:

Policy No:

Dear Mr/Ms _____,

Thank You for choosing Edelweiss Tokio Life as Your preferred life insurance partner.

We are confident that the product You have chosen will suit Your need, and that You have read and understood the terms and conditions of the product brochure.

We have prepared Your policy on the basis of the proposal form submitted by You. For Your reference, We are attaching a copy of Your proposal form along with the Policy document.

Our Service Expert from the customer care unit will be calling You shortly to guide You through Your Policy document and answer any additional questions You may have.

Should You need further information or assistance, please contact our Service Expert at 1800 2121 212 or mail Us at care@edelweisstokio.in

Free Look Provision: We request You to go through Your Policy document in detail and check the accuracy of information provided. A Free Look Period of 30 days from the date of receipt of the Policy is provided to You to review the terms and conditions of the Policy. You may return the Policy document to us within 30 days from the date of receipt of the Policy document if You disagree with any of the terms and conditions by giving us written reasons for Your objection. We will refund an amount as mentioned in the Free Look Clause of the Policy Terms and Conditions.

If the Policy is opted through Insurance Repository ('IR'), the computation of the said Free Look Period will be as stated below:-

- For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the email 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(e IA) 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.

To exercise the Free-Look option, You need to send the original Policy document (the entire booklet) along with a request letter to Us at the Corporate Office address - Edelweiss Tokio Life Insurance Company Limited, 3rd & 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirod Road, Kurla (W), Mumbai - 400070. You are required to maintain the acknowledgement received from the Company as a proof of submission.

For Your reference, We are sharing results of Your medical examination which was obtained for assessment of Your health condition, relevant to take a decision on the Proposal to obtain Life Cover from Us. The report is only indicative in nature and We do not express any opinion on the matters contained in the medical report.

We look forward to service You during Your Policy Term and request You to keep the Policy document safely for future reference.

Regards,

For Edelweiss Tokio Life Insurance Company Limited

Authorised Signatory

Edelweiss Tokio Life Insurance Company Limited
Edelweiss House, Off C. S. T. Road, Kalina, Mumbai – 400 098

Edelweiss Tokio Life – TotalSecure+
(Non-Participating, Non Linked Term Insurance Plan)
UIN: 147N036V01

POLICY PREAMBLE

Edelweiss Tokio Life Insurance Company Limited has received a Proposal, Declaration along with Statements and the first Premium from You. Both You and the Company have accepted that the said Proposal, Declaration along with Statements, reports or other documents are the basis of this contract of insurance and in consideration of and subject to receipt of due Premiums as stated in the Policy Schedule, we have entered into this Policy with You which is the legal contract between You and the Company and is subject to the Terms and Conditions as stated in this Policy.

SAMPLE

POLICY SCHEDULE

Policy Number	Plan Name & UIN			
Name of the Policyholder	Date of Birth	Gender	Age	
Address				
Name of the Life Insured	Date of Birth	Gender	Age	Age Admitted
Name of the Nominee(s)			Name of the Appointee (in case nominee is a minor)	

Policy Details	
Risk Commencement Date	
Policy Commencement Date	
Policy Term	
Premium Paying Term (PPT)	
Premium Frequency	Single/Annual
Premium Due Date(s)	Date/month
Last Premium Due Date	
Policy Maturity Date	
Benefit Option	Life Cover
Death Benefit Payment Mode selected [#]	Lumpsum (OR) Regular Income (OR) Lumpsum plus Regular Income
Regular Income Payment Type (if applicable)	Level / Increasing
Number of months for which income benefit will be paid	

[#] Death Benefit Payment mode selected at the inception cannot be changed during the Policy Term

BENEFIT INFORMATION

Base Plan Benefit:-

Cover	Base Sum Assured (Amount in Rs.)	Total Modal Premium (plus Service Tax and Cess, if any)	Single / Annualized Premium	Lumpsum proportion	Regular Income proportion	Monthly Income
Base Sum Assured [Life Cover]	Rs. xxx	Rs. xxx	Rs. xxx	Lumpsum Proportion (in %)	1 less Lumpsum proportion (in %)	Rs. xxx

Rider Benefit:-

Rider Name	UIN	Sum Assured (in Rs.)	Total Modal Premium (plus Service Tax* and Cess, if any) (in Rs.)	Term (years)	PPT (years)
Total					

*Service Tax (and cess, if any) is levied on the Premium as per prevailing Service Tax Laws.

Consolidated Stamp Duty paid: Rs.<< POL-STMP-DUTY-AMT>>/- paid by Pay Order, vide Mudrank receipt no: _____ dated _____

For and on behalf of “**Edelweiss Tokio Life Insurance Company Limited**”

Authorised Signatory

We request You to go through the Policy in detail and check for the accuracy of information provided therein and return the Policy document to Us for correcting discrepancies, if any.

SAMPLE

PART – B
DEFINITIONS

Defined Term	Meaning
Age:	means Age of the Life Insured at last birthday.
Appointee:	means the person named in the Policy Schedule who will accept and hold in trust all amounts payable under the Policy on behalf of the Nominee if the Nominee is less than Age 18 on the date of payment.
Base Sum Assured:	means the amount specified in the Policy Schedule.
Grace Period:	means a period of 30 days from the due date of Premium specified in the Policy Schedule for the payment of Premium without any penalty/late fee during which the Policy is considered to be In-force with the risk cover.
In-force	Is the status of the policy when all the due premiums have been paid upto date
IRDAI/ Authority:	means Insurance Regulatory and Development Authority of India.
Insurance Act:	means The Insurance Act, 1938, IRDAI Act, 1999 and The Insurance Laws (Amendment) Act, 2015 as amended from time to time.
Life Insured:	means the person named in the Policy Schedule whose life is insured under this Policy.
Maturity Date:	means the date specified in the Policy Schedule on which the Policy matures.
Nominee:	means the person specified in the Policy Schedule nominated in accordance with the Section 39 of the Insurance Act.
Policy:	means the Proposal Form, the Policy document, the Policy Schedule and any other document attached or annexed including any endorsement attached to the Policy issued by Us.
Policy Term:	means the term in years between the Policy Commencement Date and the Maturity Date.
Policy Anniversary:	means the date corresponding with the Policy Commencement Date specified in the Policy Schedule in every calendar year.
Policy Month Anniversary:	means the date in every month corresponding to the date of the Policy Commencement Date or the last calendar date of the month whichever is earlier.
Policy Year:	means a period of one year between any two consecutive Policy Anniversaries.
Policy Commencement Date:	means the date as shown in the Policy Schedule from which the Policy commences.
Policyholder:	means the person who is the owner of the Policy and is referred to as the Proposer in the Proposal Form.
Premium Paying Term:	means the term in years during which the Premiums are required to be paid under the Policy.
Proposal Form:	means the signed, dated application form and any accompanying declarations or statements submitted to Us.
Risk Commencement Date:	means the date on which Your rights, benefits and risk cover begin, as shown in the Policy Schedule.
Revival:	means restoration of the Policy by Us which was discontinued due to the non-payment of Premium, with all the benefits, upon receipt of all due Premiums and other charges, if any as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Insured on the basis of information, documents and reports furnished by the Policyholder, in accordance with the Board approved underwriting guidelines.
Revival Period:	means the period of two consecutive years from the date of first unpaid Premium of the Policy, during which You are entitled to revive the Policy which was discontinued due to non-payment of Premium.
Surrender:	means complete withdrawal or termination of the entire Policy by You.
We/Our/Us/Company:	means Edelweiss Tokio Life Insurance Company Limited.
You/ Your:	means the Policyholder named in the Policy Schedule.

Interpretation: In this Policy document, where appropriate, references to the singular will include references to the plural and references to one gender will include reference to the other.

PART – C

BENEFITS

a) **Death Benefit:**

	When Payable	Amount Payable
(i)	If the Life Insured dies before the end of the Policy Term and while the Policy is In-force, We will pay:	<p>(i) <u>Under Lumpsum Payment Option</u> Base Sum Assured in lumpsum and Policy will terminate.</p> <p>(ii) <u>Under Regular Income Payment Option</u></p> <p>a) Level monthly payment type: Monthly Income is payable every month, for the number of months as specified in the Policy Schedule, starting from the next Policy Month Anniversary from the date of death and Policy will terminate.</p> <p>b) Increasing monthly payment type: Monthly Income is payable every month, for the number of months as specified in the Policy Schedule, starting from the next Policy Month Anniversary from the date of death and Policy will terminate. The amount payable in the first month will be monthly income amount as mentioned in the Policy Schedule which will thereafter increases annually on compounding basis at a rate of 5% per annum.</p> <p>(iii) <u>Under Lumpsum plus Regular Income Payment Option</u> Lumpsum proportion of Base Sum Assured, in lumpsum; Plus Monthly income (as per the payment type as stated above under clause (ii) - 'Regular Income Payment Option)</p> <p>The income benefit will be payable only in electronic mode.</p>

The minimum Death Benefit payable under the Policy, at any time during the Policy Term shall be as under:

For Single Pay Policy, highest of:

1. 125% of Single Premium; **OR**
2. Guaranteed Sum Assured on Maturity~; **OR**
3. Absolute amount assured^ to be paid on death

For other than Single Pay Policy, highest of:

1. 10 times of Annualized Premium[§] **OR**
2. 105% of all the Premiums paid as on date of death **OR**
3. Guaranteed Sum Assured on Maturity~; **OR**
4. Absolute amount assured^ to be paid on death

[^] Absolute amount assured is the Base Sum Assured.

[§] Annualized Premium is the Premium payable in a year, excluding the underwriting extra Premiums and loadings for modal Premiums, if any.

~ Guaranteed Sum Assured on Maturity is zero for this product

b) **Maturity Benefit:**

	When Payable	Amount Payable
(i)	If the Life Insured survives as on the Maturity Date:	No amount becomes payable.

c) **Payment of Premium and Premium Discontinuance:**

i)	Payment of Premium:
	You shall pay Premium for the Premium Paying Term. The amount of Premium payable, the frequency at which it must be paid and the due dates for each instalment of Premium are stated in the Policy Schedule.
ii)	Grace Period:
	If We do not receive the Premium in full by the Premium due date, then: (i) We will allow a Grace Period of 30 days during which You must pay the Premium due in full. (ii) The benefits under the Policy and the Rider, if any will continue to apply, during the Grace Period subject to the deduction of the due Premium.
iii)	(a) Premium Discontinuance (for 5 Pay):
	If the default in payment of Premium occurs within the first two Policy years, and if the Premium due under the Policy is not received in full within the Grace Period, the Policy shall immediately and automatically lapse and no benefits (Surrender Value or Reduced Paid-Up Value) shall be payable by Us under the Policy. If the default in payment of Premium occurs after the first two Policy Years', the Policy shall acquire Paid-Up status. You will be given two years from the date of first unpaid Premium to revive Your Policy.
	(b) Premium Discontinuance (for 10 Pay, 15 Pay , 20 Pay and 25 Pay):
	If the default in payment of Premium occurs within the first three Policy years, and if the Premium due under the Policy is not received in full within the Grace Period, the Policy shall immediately and automatically lapse and no benefits (Surrender Value or Reduced Paid-Up Value) shall be payable by Us under the Policy. If the default in payment of Premium occurs after the first three Policy Years', the Policy shall acquire Paid-Up status. You will be given two years from the date of first unpaid Premium to revive Your Policy.
	(c) Premium Discontinuance (for Regular Pay):
	If the default in payment of Premium occurs, and if the Premium due under the Policy is not received in full within the Grace Period, the Policy shall stand lapsed and the benefits under the Policy shall cease to apply.
iv)	Paid-Up Benefit:
	Under the Paid-Up Status, Your Policy will continue with the reduced Paid-Up Benefits, and on death during the Policy term, after the Policy has acquired a Paid-Up status, the following reduced Paid-Up Benefits would become payable: On Death, the Paid-Up Benefits will be equal to: Paid-up Base Sum Assured = Base Sum Assured x (Number of Premiums paid / Number of Premiums payable)

PART – D

1) **Surrender Benefit:**

On Surrender, the Policy shall be terminated and the benefits under the Policy shall cease to apply. The following amount will be payable upon Surrender under different Premium payment options:-

	Premium Payment Options	Amount Payable on Surrender
(i)	Single Pay:	Single Premium* x 70% x {Number of remaining complete months of cover/ Total Policy Term in months} * Single Premium including extra Premium for substandard lives (if any)
(ii)	Limited Pay:	For 5 Pay Policy will acquire Surrender value, if all the Premiums have been paid for at least first two Policy years. For 10 Pay, 15 Pay, 20 Pay and 25 Pay Policy will acquire Surrender value, if all the Premiums have been paid for at least first three Policy years. Surrender benefit Surrender value is equal to: 70% x [Total Premium paid including extra Premium for substandard lives, if any (exclusive of service tax) less {Total Premium payable including extra Premium for substandard lives, if any (exclusive of service tax) x (Number of completed months of Policy + 1) / Total Policy Term in months}]
(iii)	Regular Pay:	No Surrender benefit is available.

2) **Revival:**

The Policy may be revived within two years from the due date of the first unpaid Premium by giving Us a written notice to revive the Policy and payment of all overdue Premiums with simple interest, as declared by Company from time to time, for every completed month from the date of first unpaid Premium.

The Revival will be effected on receipt of the proof of continued insurability and subject to medical examination if required (cost to be borne by the Policyholder). On interpretation of the results if the Life is accepted by the Underwriter, only then the Policy would be allowed to revive. The effective date of Revival is when these requirements are met and approved by Us.

The Policyholder may choose to discontinue the rider Premium even though he is paying the Premium pertaining to the underlying base product to which the rider is attached. In such a case of rider Premium discontinuance, the rider is not allowed to be revived in future. Revival would be as per Board approved underwriting guidelines. However, in case the entire Policy Premium (the base product and the rider) has been discontinued and the Policyholder wants to revive the same then he would be allowed to revive within two years from the date of the first unpaid Premium as mentioned above.

3) **Loan under the Policy:**

Loans are not allowed under the Policy.

4) **Free Look Period:**

You may return the Policy document to Us within 30days of receipt of the Policy document if You disagree with any of the terms and conditions by giving Us written reasons for Your objection. We will refund the Premium received after deducting stamp duty charges and medical expenses (if any).

e-Insurance Account

If the Policy is opted through Insurance Repository ('IR'), the computation of the said Free Look Period will be as stated below:-

For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the email 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(e IA) 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.

5) **Termination of the Policy**

Your Policy will terminate on the happening of any of the following:

- a. On the death of the Life Insured; or
- b. On the non-Revival of the Policy within two years from the due date of the first unpaid Premium, if the Policy has not acquired a Surrender Value; or
- c. On the date of payment of Surrender Value, if any, of the Policy; or
- d. On the Maturity Date of the Policy.

SAMPLE

PART – E

Not Applicable.

SAMPLE

PART – F

GENERAL TERMS AND CONDITIONS

a)	Suicide Exclusion:
	<p>a) If the Life Insured (whether sane or not) commits suicide within one year from the Date of Inception of the Policy while the Policy is In-force, then the Policy shall be void and We will pay 80% of the Premium received (excluding extra mortality Premium, if any) till the date of death.</p> <p>b) If the Life Insured (whether sane or not) commits suicide within one year from the Date of Revival of the Policy while the Policy is In-force, then the Policy shall be void and We will pay higher of 80% of the Premium received till the date of death or Surrender value as on the date of death.</p>
b)	Claim Procedure:
	<p>We shall be given written notice of the Life Insured's death and shall be provided with the following documents for Us to assess the claim:</p> <ul style="list-style-type: none">(i) The claim form, duly completed;(ii) The original or an attested copy of the death certificate;(iii) The original Policy document;(iv) Documents to establish right of the claimant in the absence of valid nomination(v) Any other information or documentation that We request. <p>In case of death due to accident and unnatural death, the following additional documents are required:</p> <ul style="list-style-type: none">(i) Copy of FIR and Panchnama(ii) Copy of the Postmortem report(iii) Copy of Newspaper article if any(iv) Copy of the Final police investigation report(v) Copy of the Charge sheet in case of Murder(vi) Copy of Driving license if the insured was driving and has opted for ADB rider <p>You are requested to send intimation of the claim to any of Our branch offices or to Our Corporate office mentioned below.</p> <p>Claims Officer Edelweiss Tokio Life Insurance Company Ltd. 3rd & 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai - 400070 Email Id: claims@edelweisstokio.in Phone no: 1800 2121 212</p>
c)	Nomination:
	<p>Nomination should be in accordance with the provisions of Section 39 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time.</p> <p><i>[A Leaflet containing the simplified version of the provisions of Section 39 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time is enclosed in Annexure - (1) for reference].</i></p>
d)	Assignment:
	<p>Assignment should be in accordance with the provisions of Section 38 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time.</p> <p><i>[A Leaflet containing the simplified version of the provisions of Section 38 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time is enclosed in Annexure - (2) for reference].</i></p>
e)	Validity/ Non-Disclosure:
	<p>(i) If You or anyone acting on Your behalf makes, fraudulent, misleading or dishonest representation in any respect, then this Policy shall be dealt with in accordance with Section 45 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time.</p>

	<p>(ii) Mis-statement of Age If the date of birth of the Life Insured has been misstated, any amount payable shall be increased or decreased to the amount that would have been provided, as determined by Us, given the correct Age.</p> <p>If at the correct Age, the Life Insured was not insurable under this Policy according to Our requirements, We reserve the right to terminate the Policy and pay the Premiums paid till date if any, shall be payable (subject to Section 45 of the Insurance Act).</p> <p>(iii) Section 41: No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables or the insurer.</p> <p>Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.</p> <p>(iv) Section 45: Fraud and Misrepresentation shall be dealt with in accordance with the provisions of Section 45 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time. [A Leaflet containing the simplified version of the provisions of Section 45 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time is enclosed in Annexure – (3) for reference].</p>
f)	Currency, Governing Law & Jurisdiction
	<p>(i) The Premiums and benefits payable under the Policy shall be payable in India and in Indian Rupees.</p> <p>(ii) The Policy and any disputes or differences arising under or in relation to the Policy shall be construed in accordance with Indian law and by the Indian courts.</p>
g)	Taxation
	<p>The tax benefits under this Policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time.</p> <p>We reserve the right to recover from You all levies including but not limited to Service Tax and Cess, if any as applicable from time to time.</p>
h)	Duplicate Policy Document
	<p>If You lose or misplace the Policy document then You may request Us to issue You a duplicate Policy document by giving Us written notice and making payment of fee prescribed from time to time.</p> <p>On issue of the duplicate Policy document, the original shall automatically cease to have any legal effect.</p>
i)	Notices
	<p>(i) All notices meant for Us shall be given to Us at Our communication address specified in the Policy document or at any of Our branch offices.</p> <p>(ii) All notices meant for You will be sent to Your address specified in the Policy Schedule. If You do not notify Us of any changes to Your address, then notices or correspondence sent by Us to the last recorded address shall be valid and legally effective.</p>
j)	Entire Contract
	<p>(i) The Policy comprises the entire contract of insurance between You and Us. We shall not be bound or be deemed to be bound by any alterations or changes, unless such changes are made by Us in writing through an endorsement.</p> <p>(ii) Notwithstanding anything contained in this Policy document, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any regulations, circulars or guidelines issued by IRDAI.</p>
k)	Mode of Communication
	<p>The Company and the Policyholder may exchange communications pertaining to this Policy either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / to carry out the mandates of the Policyholder on merits in accordance with such communications.</p> <p>While accepting requests / mandate from the Policyholder through electronic mail, the Company may stipulate such conditions as deemed fit to give effect to and comply with the provisions of Information Technology Act, 2000 as amended from time to time and/or such other applicable laws In-force from time to time.</p>

PART - G

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

Step 1

- Toll free customer care number: 1-800-2121-212. (24 hours a day, 7 days a week).
- Email Us at: complaints@edelweisstokio.in / care@edelweisstokio.in
- Write to Us at: Customer Care, Edelweiss Tokio Life Insurance Company Ltd, 3rd & 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai – 400070.

Step 2

If You do not receive any resolution to Your complaint within a period of 2 weeks or if the response is not as per Your expectations, please feel free to contact Our Grievance Redressal Officer, at any of the below touch points.

- +91 22-71013322 (Between 10 am to 7 pm on Monday to Friday, except public holidays).
- GRO@edelweisstokio.in
- Write to us at: Customer Care, Edelweiss Tokio Life Insurance Company Limited, 3rd & 4th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai – 400070.

Step 3

If You are not satisfied with the response of the GRO, You may write to the Chief Grievance Redressal Officer at cgro@edelweisstokio.in or send a communication to:

Chief Grievance Redressal Officer
Edelweiss Tokio Life Insurance Company Limited
3rd & 4th Floor, Tower 3, Wing 'B',
Kohinoor City, Kirol Road, Kurla (W)
Mumbai - 400070

If You are not satisfied with the response or do not receive a response from Us within 14 days, You may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

- IRDAI Grievance Call Centre (IGCC) **TOLL FREE NO: 155255**
- Email ID: complaints@irda.gov.in
- Register 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, Telangana
Fax No: 91- 40 – 6678 9768

If the complaint/grievance has still not been resolved You may any time approach the office of the Insurance Ombudsman established by the Central Government of India as per Rule 12 (1) and Rule 13 of the Redressal of Public Grievances Rules, 1998 ('RPG Rules').

Powers of Insurance Ombudsman under Rule 12(1) of RPG Rules:-

The Ombudsman may receive and consider the following complaints:

- (a) Complaints under Rule 13 (as mentioned below);
- (b) Any partial or total repudiation of claims by an insurer;
- (c) Any dispute in regard to premium paid or payable in terms of the policy;
- (d) Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- (e) Delay in settlement of claims;
- (f) Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made in accordance with Rule 13 of RPG Rules:-

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

SAMPLE

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

Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Ashram Rd, AHMEDABAD-380 014. Tel.:- 079-27545441/27546840 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Office of the Insurance Ombudsman, 2 nd Floor, Janak Vihar Complex, 6, Malviya Nagar, BHOPAL-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468/2772101 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23234057/23232037 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in
Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 th Floor, S.S. Road, GUWAHATI-781 001 . Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4 th Floor, C.R.Avenue, KOLKATA - 700072 Tel No: 033-22124339/22124346 Fax: 22124341 Email: bimalokpal.kolkata@gbic.co.in
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You may refer to the list of the Ombudsman with their addresses on <http://www.gbic.co.in/ombudsman.html>.

Section 39 - Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time. The extant provisions in this regard are as follows:

01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
03. Nomination can be made at any time before the maturity of the policy.
04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his:
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of 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 policies maturing for payment on 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 this 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, 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 a simplified version of Section 39 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time. The Policyholders are advised to refer to The Insurance Laws (Amendment) Act, 2015 as amended from time to time for complete and accurate details.]

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or Transfer of a Policy should be in accordance with Section 38 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time. The extant provisions in this regard are as follows:

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

[Disclaimer: This is a simplified version of Section 38 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time. The Policyholders are advised to refer to The Insurance Laws (Amendment) Act, 2015 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 Laws (Amendment) Act, 2015 as amended from time to time are as follows:

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

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

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

- whichever is later.

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

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is a simplified version of Section 45 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time. The Policyholders are advised to refer to The Insurance Laws (Amendment) Act, 2015 as amended from time to time for complete and accurate details.]

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