

Aviva Pravasi Bhartiya Jeevan Bima Yojana (UIN:122N147V02)
Non-Linked, Non-Participating Single Premium Group Term Life Insurance Plan

Part A
CIN-U66010DL2000PLC107880

1. Forwarding Letter with Free Look Clause

Mr. XYZ ABC
ABC Company Scheme
Address Line 1
Address Line 2
State
PIN

Subject: Aviva Pravasi Bhartiya Jeevan Bima Yojana Master Policy Number: _____ /Client ID:

Dear Customer,

Thank You for choosing Aviva Life Insurance Company India Limited.

The Master Policy Document explains the benefits to Members and terms and conditions of the Master Policy. The same is enclosed herewith for Your information and reference.

Please review the documents carefully for accuracy. If You notice any mistake or have any queries please contact Your Relationship Manager or Customer Services at any of our branch (es) or email us at: group.services@avivaindia.com.

Right to reconsider during the Free Look Period

If You are dissatisfied with the terms and conditions of this Policy and wish to return the same, please send a letter marked to "Customer Services" at the address below along with the original Master Policy Document and premium receipt stating reasons for return. You must exercise the option to return this Policy within 15 days of receipt of this Policy Document (30 days in case of electronic policies and policies obtained through distance marketing mode) On receipt of the afore-mentioned documents We will refund the Premium (without interest) received, after deducting expenses incurred on medicals, if any, proportionate risk premium for the period of cover and stamp duty charges.

Insured Member can also opt for free-look cancellation within 15 days of the receipt of the Certificate of Insurance (COI).

Yours Sincerely
Name
Designation

Intermediary Name:
Intermediary Code:
Intermediary Telephone No.:
Intermediary Email:

Intermediary License No.
Intermediary Mobile No:

2. Policy Preamble

This Master Policy Document evidences the contract of insurance between You and us. The Proposal Form is the basis of the insurance provided by us. We will provide the benefits set out in this Master Policy on the occurrence of an event giving rise to a claim there under, subject to its terms and conditions.

3. Policy Schedule

Schedule

This Schedule forms an integral part of the Master Policy and should be read in conjunction with the terms and conditions of this Master Policy.

1. Master Policy Details

Master Policy No:	
Plan Name:	Aviva Pravasi Bhartiya Jeevan Bima Yojana
UIN:	UIN:122N147V02
Plan Type :	Non-Linked, Non-Participating Single Premium Group Term Life Insurance Plan
Plan Code:	
Name of the Scheme, if any:	
Type of group, if any:	
Name of the Master Policyholder:	
Address of the Master Policyholder:	
Contact No.	
Email Id:	
Policy Commencement Date	
Risk Commencement Date	

2. Insurance Details

3. Any Special Conditions:

4. Endorsements, if any:

5. Intermediary Details:

Name of the Intermediary:

Intermediary License No.:

Intermediary Code:

Address:

Telephone No.:

Mobile No.:

Email:

Our Address : Aviva Life Insurance Company India Ltd., 401-A, 4th Floor, Block A, DLF Cyber Park, Sector 20, NH-8, Gurugram , Haryana - 122 016

Authorised Signatory:

Date:

Part B

A. Definitions

The following words or phrases have the meanings given to them below wherever they appear in the Master Policy Document:

1. **Age** means a Member's age on his last birthday as specified in the Register of Members.
2. **Accident** means sudden, unforeseen and involuntary event caused by external visible and violent means.
3. **Assignee** is the person to whom the rights and benefits are transferred by virtue of an Assignment.
4. **Assignment** is the process of transferring the rights and benefits to an "Assignee". Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938 as amended from time to time.
5. **Assignor** means the person who transfers the rights of the life insurance policy to the Assignee.
6. **Certificate of Insurance or COI** means the certificate We issue to a Member to confirm his coverage under the Master Policy.
7. **Claimant** means the Nominee or Beneficiary or Assignee or Appointee (if Nominee is less than 18 years of age) and where there is none, the person/s named in Member's will or Member's legal heirs, as per the Succession Laws of India.
8. **Cover Commencement Date** means the date on which the Member's cover commenced as is specified in the COI.
9. **Commencement of risk:** The risk cover commences from the date when the Insured finally leaves India for the overseas journey, subject to that it is within 15 days of inception date as mentioned in the Certificate of Insurance.
10. **Cover End Date** means the date on which the Member's cover ends as is specified in the COI.
11. **Cover Period** means the period from the Cover Commencement Date to the Cover End Date.
12. **Cover Term** means the period of the insurance cover (in months) as specified in the COI.
13. **Death Benefit** means the amount payable by Us to the Claimant in accordance with Part C.
14. **Emigrant** means any citizen of India who intends to emigrate or emigrates or has emigrated.
15. **Emigrate/Emigration** means the departure out of India of any person with a view to taking up employment with or without assistance of a recruitment agent or employer in any country or place outside India.
16. **Insured Event** means the death of the Member
17. **IRDA of India or IRDAI** means Insurance Regulatory and Development Authority of India established under the IRDA Act, 1999.
18. **Master Policy Holder** "Master Policy holder" means any company, firm or Corporate body incorporated under any relevant law in force in India and has its registered office and other offices located in India.
19. **Master Policy Document** means the arrangements established by this Master Policy and includes, the Proposal Form, the Schedule and any additional statements or documents provided to Us by You in respect of the Proposal Form and any endorsements issued by Us.
20. **Master Policy** means the contract of insurance entered into between You and Us as evidenced by this Master Policy Document.
21. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy setup by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. Medical Practitioner shall not include:
 - i. the Member's spouse, father (including step father), mother (including step mother), son (including step son), son's wife, daughter (including step daughter), daughter's husband, brother (including step brother) and sister (including step sister), or;
 - ii. the Member
22. **Member or Insured** means a person who meets the eligibility criteria specified in Part F and, whose name has been recorded in the Register of Members and to whom We have issued a Certificate of Insurance.
23. **Member Effective Date** means the date last entered in the Register of Members upon which the Member's insurance cover under this Master Policy commenced.
24. **Nomination** is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
25. **Nominee** means the person named in the Register of Members in respect of each Member, who has been nominated in accordance with Section 39 of Insurance Act, 1938, as amended from time to time.
26. **Period of Insurance** means the period from the commencement of risk to the end of the insurance cover and this duration is mentioned in the Certificate of Insurance.
27. **Policy Anniversary** means the annual anniversary of the Policy Commencement Date.

28. **Policy Commencement Date** means the date specified in the Schedule on which this Master Policy commences.
29. **Policy Year** means a period of twelve (12) months commencing from the Policy Commencement Date or any Policy Anniversary.
30. **Proposal Form** means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it or submitted to Us in connection with the proposal for obtaining insurance cover under this Master Policy.
31. **Register of Members** means a register maintained by You containing details of each Member and updated from time to time, which is deemed to be incorporated in and form part of this Master Policy.
32. **Risk Commencement Date** means the date given in the Schedule from which We accept the risk under this Master Policy and Riders, if any. For individual Member, risk commencement date will be as per the Certificate of Insurance issued to that Member.
33. **Schedule** means the schedule (including any endorsements) We have issued in connection with this Master Policy, and, if more than one, then the latest in time.
34. **Single Premium** means the lump sum premium amount paid excluding any amount paid as applicable taxes, rider premium, underwriting extra premiums if any
35. **Sum Assured** means the amount stated in the Certificate of Insurance.
36. **Unexpired Risk Premium Value** means the amount calculated in accordance with Part D
37. **We, Us or Our** means the Aviva Life Insurance Company India Limited.
38. **You or Your or the Master Policyholder** means the person named in the Schedule who has concluded this Master Policy with Us.

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B. Interpretation

In this Master Policy, where appropriate, references to the singular include references to the plural, references to a gender include the other gender and references to any statutory enactment includes any subsequent amendment to that enactment and reference to days means calendar days only. In case of any conflict in the provisions of this Master Policy Document and Certificate of Insurance, the provisions of this Master Policy Document shall prevail.

PART C

1. Death Benefit

In case of death of the Insured member during the cover term, Sum Assured is payable as a lump sum and coverage is terminated for that Member.

2. Maturity Benefit

No amount is payable by Us on the termination or expiry of the membership of the Member or the termination of the Master Policy.

3. Payment of Premium

The Premium is paid as a single lump sum amount as specified in the Certificate of Insurance.

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PART D

1. Unexpired Risk Premium Value in case Insured Member surrenders the Insurance Cover:

In case the insurance cover is surrendered by the Insured, following amount shall be paid as 'Unexpired Risk Premium Value.

After Completion of 'X' month from the Risk Commencement Date where X is	If the Cover Term= 2 Years	If the Cover Term= 3 Years
	Amount of Unexpired Risk Premium Value	
X=1	1000	1500
2	950	1450
3	900	1425
4	850	1375
5	825	1325
6	775	1300
7	725	1250
8	700	1200
9	650	1150
10	600	1125
11	550	1075
12	525	1025
13	Nil	1000
14		950
15		900
16		850
17		825
18		775
19		725
20		700
21		650
22		600
23		550
24		525
25 onwards	Nil	

2. Terms and Conditions:

We have the right to close the admission of the new members at Our sole discretion after providing a notice of not less than 90 days to the Master Policy Holder.

In the instance where We have exercised such right to close the scheme for the new scheme members, We shall continue to provide the insurance cover for the existing Members for their respective unexpired Cover Term.

Members shall not be allowed to alter or amend benefits once their respective Certificate of Insurance has been issued except to correct any factual error.

We may conduct, at its sole discretion, a surprise inspection of the records of the Master Policy Holder to ensure compliance with Policy provisions and scheme rules or alternatively allow the Master Policy Holder's auditors to certify compliance with the same.
The Master Policy Holder will act for and on behalf of the scheme Members in all matters relating to the scheme and every act done by the Master Policy Holder shall be binding on the scheme Members.

3. Operational Management of the Scheme:

We shall follow the operational guidelines as issued from time to time by the Ministry of External Affairs or any other designated department/official of the Government of India looking after the Emigrants in managing this life insurance scheme.

PART E

1. Applicable Charges
Loss of Policy Document : We will replace the Master Policy Document with a fee of Rs 250/- plus applicable taxes
2. Fund Options
Not applicable to the Policy
3. Fund Name
Not applicable to the Policy

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Part F
General Terms & Conditions

1. Agent's Authority

- 1.1 The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- 1.2 No insurance agent is authorised to amend the Master Policy or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent then such payment is made at Your risk and the agent will be acting only as Your representative.

2. Procedure for Payment of Death/ Claims

We will pay the Death Benefit to the Claimant if the following documents are provided to Our satisfaction:

- 2.1.1 Completed and signed claim form (including NEFT details and bank account proof as specified in the claim form).
- 2.1.2 Original Certificate of Insurance
- 2.1.3 Original or certified copy of the death certificate issued by the municipal authorities.
- 2.1.4 Certified copies of First Information Report (FIR), Post Mortem Report (PMR), Final Police Inquest Report (FPIR) along with cuttings of news paper articles, if any (for unnatural deaths only).
- 2.1.5 Certified Age proof of the Member if not submitted at the time of Member enrolment.
- 2.1.6 Cause of death, if any certified by last medical attendant/hospital
- 2.1.7 Valid identification and address proof of the Claimant.
- 2.1.8 Copy of Passport of member along with Visa showing departure from India
- 2.1.9 Certificate from employer regarding member being on service as on insured event.
- 2.1.10 Any other documents or information or requirement specified/requested by Us to investigate the claim and to ascertain that the death claim pertains to a bonafide Member.

The above documents should be received by Us within ninety days of death of Insured. We may condone the delay beyond ninety days if the Claimant proves to Our satisfaction that the delay was for reasons beyond his control.

For entities other than the Regulated Entities, on the unfortunate event of the Member's death during the Cover Term, the Death Benefit shall be payable to the Claimant.

3. Eligibility Criteria

- 3.1 Person shall be eligible to become a Member upon all the following being satisfied:
 - 3.1.1 The person is not younger than Age 18 years last birthday
 - 3.1.2 The person is not older than Age 50 last birthday
 - 3.1.3 The Member's name being entered in the Register of Members and updated with Us.
- 3.2 You shall provide Us with any information and/or documentation We request in respect of any actual or prospective Member. If We do not receive the documentation and/or information for that Member within 7 (seven) days of it having been requested, then that Member's name shall be deemed to have been removed from the Register of Members effective from the date of Our request for such information and/or documentation.

4. Termination of Member's Cover

In case the Insured member leaves India after 15 days, the insurance cover will be null and void and the Single Premium received by the insurer shall be refunded back without any interest/Taxes on intimation about the same by the insured/master policyholder to the insurer.

Insurance Cover on the insured life shall terminate on the occurrence of the earliest of:

- (i) Return of Certificate of Insurance under Free Look option; or
- (ii) Death of the Insured Member; or
- (iii) Surrender of the Insurance Cover in exchange of Unexpired Risk Premium Value if any
- (iv) With the end of the expiry (Maturity) of the cover term
- (v) In case the Insured does not leave India within 15 days of the cover commencement date for the said employment. In such cases, the Single Premium received by Us shall be refunded back without any interest/Taxes subject to intimation about the same to Us by the Insured/Master Policyholder within 30 days of Cover Commencement Date, as mentioned in the Certificate of Insurance.

5. Entire Contract

This Master Policy constitutes the entire contract of insurance between You and Us. We may amend the Master Policy if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the IRDA of India.

6. Fraud, Misstatement and Forfeiture

Fraud, Misstatement 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-1.

7. Nomination should be in accordance with 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

8. Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time.

A Member can exercise the option to assign his Certificate of Insurance in accordance with Section 38 of the Insurance Act, 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 3.

9. Governing Law

This Master Policy shall be governed by Indian laws. Any disputes or differences arising out of or under this Master Policy shall be subject to the exclusive jurisdiction of Courts at New Delhi.

10. Loss of the Master Policy Document

We will replace a lost Master Policy Document with a fee as mentioned in Part E of this Document. The original policy will cease to have any legally binding impact from the date of issuance of duplicate policy.

11. Acceptance of instructions

We will not act upon any instruction; request or notice from You until supporting information and documentation required by Us has been received by Us.

12. Notices & Correspondence

- 10.1 All notices and correspondence should be sent in writing to Our address specified in the Schedule or at any of Our branch offices.
- 10.2 We will send You the Master Policy Document and any other correspondence relating to servicing or administration of the Policy through speed post or courier or any other legally recognized mode of communication (including e-mail), at the address and registered email id provided in the Schedule. You or Your Member must inform Us of change in address (including any change in registered email id), failing which We will continue to correspond at the last recorded address and shall not be held liable in any manner for any losses or damages suffered by You or Your Member due to the above.

13. Suicide

In case of death of the Insured is due to suicide within 12 months from the date of commencement of risk, the Nominee or beneficiary shall be entitled to 80% of the total premiums paid till the date of death or the surrender value (Unexpired Risk Premium Value), if any, available as on the date of death whichever is higher, provided the policy is in-force.

14. Taxation

- 12.1 You/Member need to pay all applicable taxes, cess or levies (including Goods and Services Tax, if applicable) over and above the Premium, fees and charges payable by You/Member.
- 12.2 We will deduct any applicable taxes, as may be in force from time to time from any amounts payable by Us to You/Member. We do not offer any tax advice or consultancy and You/Member are advised to seek the opinion from Your/Member's tax advisor in relation to the applicable tax benefits and liabilities. We do not hold any responsibility for Your/Member's and/or Nominee's claim to any deduction/s under the tax laws in respect of the amount contributed or accrued/received

15. Territorial Limits & Currency

All premium, taxes, levies and benefits are payable only within India and in Indian Rupees.

PART G

Grievance Redressal Mechanism

1.1 Customer Service Assistance

1.1.1 For any query, complaint or grievance relating to the Policy You can:

- a) call Us at 1800-103-7766/ 0124-2709046; or
- b) email Us at: complaints@avivaindia.com; or
- c) approach any of Our branch offices; or
- d) contact Your advisor; or
- e) contact Our customer services group at Our address specified in the Schedule.

1.1.2 For updated contact details, We request You to regularly check Our website www.avivaindia.com.

In case You are not satisfied with the decision of the above office, or have not received any response within 2 weeks, please contact Our Grievance Redressal Officer.

1.2 Contact Our Grievance Redressal Officer

1.2.1 If You do not receive any response from Us or are not satisfied with Our response, You can contact Grievance Redressal Officer at:

- a) Head Office Aviva Life Insurance Company India Limited, 401-A, 4th Floor, Block A, DLF Cyber Park, Sector 20, NH-8, Gurugram, Haryana - 122 016 ; or
- b) call at 0124-2709046; or
- c) email at cro@avivaindia.com.

1.3 How to Approach IRDAI Grievance Cell

1.3.1 If still not satisfied with the response or do not receive a response within 2 weeks, You may approach the Grievance Redressal Cell of the Consumer Affairs Department of the IRDAI on the following contact details:

- a) Call Toll Free Number 155255 (or) 1800 4254 732;
- b) Send an e-mail to complaints@irdai.gov.in;
- c) Register and monitor Your complaint at <http://www.igms.irdai.gov.in>; or
- d) Send a letter to the IRDAI with Your complaint in the prescribed format at the following address:

- b) the name of the branch or office of the insurer against whom the complaint is made;
- c) the facts giving rise to the complaint and supporting documents;
- d) the nature and extent of the loss caused to the complainant; and
- e) the relief sought from the Insurance Ombudsman.

1.4.3 As per Rule 14(3) of the Insurance Ombudsman Rules, 2017(as amended till date), the complaint to the Insurance Ombudsman can be made only if the complainant makes a written representation to the insurer named in the complaint and;

- a) either the insurer had rejected the complaint; or
- b) the complainant had not received any reply within a period of one month after the insurer received his representation; or
- c) the complainant is not satisfied with the reply given to him by the insurer.

1.4.4 The complaint should be made within one (1) year:

- a) after the order of the insurer rejecting the representation is received; or
- b) after receipt of decision of the insurer which is not to the satisfaction of the complainant;

Grievance Redressal Cell, Insurance Regulatory and Development Authority of India, Survey No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad ,Telangana State – 500032.Phone No-(040)20204000. email: irda@irdai.gov.in.

1.4 How to Approach Insurance Ombudsman

1.4.1 Alternatively, You may approach the Insurance Ombudsman at the address mentioned in table below or at the IRDAI's website www.irdai.gov.in, if Your grievance pertains to:

- a) delay in settlement of claims, beyond the time specified in the regulations by the IRDAI;
- b) any partial or total repudiation of claims by the life insurer;
- c) disputes over premium paid or payable in terms of insurance policy;
- d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- e) legal construction of insurance policies in so far as the dispute relates to claim;
- f) policy servicing related grievances against insurers and their agents and intermediaries;
- g) issuance of life insurance policy which is not in conformity with the proposal form submitted by the proposer;
- h) non-issuance of insurance policy after receipt of premium in life insurance; and

any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI as amended from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f) .

1.4.2 The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee. The complaint shall state clearly:

- a) the name and address of the complainant;

- c) after expiry of one (1) month from the date of sending the written representation to the insurer to which the insurer has failed to reply.
- 1.4.5 No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.
- 1.4.6 We have given below the details of the existing offices of the Insurance Ombudsman. You may approach the respective Insurance Ombudsman as per Your location.
- 1.4.7 We request you to regularly check Our Website www.avivaindia.com or IRDAI's website www.irdai.gov.in for updated contact details of the Insurance Ombudsman.

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List of Insurance Ombudsman

List of Insurance Ombudsman

S.No	Office of the Insurance Ombudsman	Contact Details	Areas of Jurisdiction
1.	AHMEDABAD	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
2.	BENGALURU	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@cioins.co.in	State of Karnataka
3.	BHOPAL	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	States of Madhya Pradesh and Chhattisgarh
4.	BHUBANESHWAR	62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	State of Odisha
5.	CHANDIGARH	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union territories of Jammu & Kashmir, Ladakh and Chandigarh
6.	CHENNAI	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	State of Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
7.	DELHI	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	State of Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
8.	ERNAKULAM	2 nd Floor, Pulinat Building, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358759/2359338 E-Mail: bimalokpal.ernakulam@cioins.co.in	States of Kerala Lakshadweep, Mahe-a part of Union Territory of Puducherry.
9.	GUWAHATI	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

10.	HYDERABAD	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
11.	JAIPUR	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	State of Rajasthan
12.	KOLKATA	Hindustan Bldg. Annexe, 4, 4 th Floor, 4, C.R.Avenue, Kolkata - 700 072 Tel: 033 - 22124339 / 22124340, E-Mail: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim, Andaman & Nicobar Islands
13.	LUCKNOW	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, 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.
14.	MUMBAI	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	State of Goa and Mumbai Metropolitan Region (excluding Navi Mumbai and Thane).

15.	NOIDA	Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16.	PATNA	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	States of Bihar and Jharkhand.
17.	PUNE	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: bimalokpal.pune@cioins.co.in	State of Maharashtra, Areas of Navi Mumbai and Thane but (excluding Mumbai Metropolitan Region).

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Annexure 1

Section 45 – Policy shall not be called in question on the ground of mis-statement or suppression of material fact after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014 are as follows:

No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 years from

- the date of issuance of policy or
- the date of commencement of risk or
- the date of revival of policy or
- the date of rider to the policy whichever is later.

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

- the date of issuance of policy or
- the date of commencement of risk or
- the date of revival of policy or
- 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.

2. 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:

- the suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- The active concealment of a fact by the insured having knowledge or belief of the fact;
- Any other act fitted to deceive; and
- 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

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Annexure 2

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 Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014. The extant provisions in this regard are as follows:

- 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.
- 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.
- Nomination can be made at any time before the maturity of the policy.
- Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer

misstatement was true to the best of his knowledge and belief 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 from

- the date of issuance of policy or
- the date of commencement of risk or
- the date of revival of policy or
- the date of rider to the policy whichever is later.

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 or suppression of material fact and not on fraud, the premiums 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. Misstatement or suppression of 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 it is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

and can be registered by the insurer in the records relating to the policy.

- 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.
- 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.
- Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 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.
- 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

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representative of the nominee or holder of succession certificate of such nominee(s).

- 15 The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014.
- 16 If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17 The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015 which is deemed to have come into force on the 26th day of December 2014, 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.

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Annexure 3

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 by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26th day of December 2014. 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 authorize 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 there of certified to be correct by both transferor and transferee or their duly authorised 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 policy
 Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- 14 In other cases, 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) Act, 2015 which is deemed to have come into force on the 26th day of December 2014 shall not be affected by this section.

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