

## TERMS & CONDITIONS Aviva Health Secure

### Non-linked, Non-participating Plan (UIN: 122N095V02)

Your Proposal Form is the basis of the insurance provided by, and is part of, the Policy Document, which means these Standard Terms & Conditions and the Schedule.

#### Free Look

If You are dissatisfied and wish to cancel the Policy, please send Us a letter marked to "Customer Services" along with the original Policy Document and premium receipt. You must exercise the option to cancel the Policy within fifteen days of receipt of this Policy Document (thirty days if the Policy has been solicited through distance marketing) stating reasons for cancellation.

On receipt of the aforementioned documents We will refund the premium received (without interest) after deducting proportionate risk premium for the period of cover and expenses incurred on medical examination (if any) and stamp duty charges.

### 1. Interpretation and Definitions

1.1. In this Policy Document, where appropriate, references to the singular include references to the plural, references to the male include the female and references to any statute include subsequent changes to that statute.

1.2. The terms defined below have the meanings given to them wherever they appear in the Policy Document:

1.2.1. Age means age at last birthday.

1.2.2. Commencement Date means the date on which the Policy commenced, as specified in the Schedule.

1.2.3. Critical Illness means any one of the illnesses defined below or the first performance of any one of the surgeries defined below:

a) First Heart Attack – of specified severity

I. The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

- i. A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
    - ii. New characteristic electrocardiogram changes
    - iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers
  - II. The following are excluded:
    - i. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
    - ii. Other acute Coronary Syndromes
    - iii. Any type of angina pectoris
- b) Stroke resulting in permanent symptoms
  - I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
  - II. The following are excluded:
    - i. Transient ischemic attacks (TIA)
    - ii. Traumatic injury of the brain
    - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions
- c) Cancer of specified severity
  - I. A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. The diagnosis must be supported by histological evidence of malignancy and confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
  - II. The following are excluded –
    - i. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 & CIN-3.
    - ii. Any skin cancer other than invasive malignant melanoma
    - iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0....

- iv. Papillary micro – carcinoma of the thyroid less than 1 cm in diameter
- v. Chronic lymphocytic leukaemia less than RAI stage 3
- vi. Microcarcinoma of the bladder
- vii. All tumours in the presence of HIV infection

d) Kidney Failure requiring regular dialysis

- I. End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

e) Major Organ/Bone Marrow Transplant:

- I. The actual undergoing of a transplant of:
  - i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
  - ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:
  - i. Other stem cell transplants
  - ii. Where only islets of langerhans are transplanted

f) Open Chest CABG

- I. The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:
  - i. Angioplasty and/or any other intra-arterial procedures
  - ii. Any key-hole or laser surgery

g) Benign Brain Tumour:

A benign brain tumour means a tumour that is in the brain or meninges excluding the skull, spinal cord. Cysts, abscesses, malformations in the arteries or veins of the brain, haematomas are excluded. Pituitary microadenomas less than 10 mm in diameter are also excluded.

The diagnosis must be confirmed neuro-radiologically by a specialist trained in the interpretation of these investigations and acceptable to us.

h) Open Heart Replacement or repair of Heart Valves:

- I. The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter bases techniques including by not limited to ballon valvotomy/valvuloplasty are excluded.

i) Motor Neurone Disease with permanent symptoms

- I. Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

j) Multiple Sclerosis with persisting symptoms

- I. The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
  - i. Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
  - ii. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
  - iii. Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least 1 month apart

II. Other causes of neurological damage such as SLE and HIV are excluded

k) Coma of specified severity

- I. A state of unconscious with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
  - i. No response to external stimuli continuously for at least 96 hours;
  - ii. Life support measures are necessary to sustain life; and
  - iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

l) Permanent Paralysis of limbs

- I. Total irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

1.2.4. Insured means the person named in the Schedule, who is covered under this Policy

1.2.5. Maturity Date means the date specified in the Schedule.

1.2.6. Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license, and shall not include:

- (a) Your close relative; or
- (b) a person who resides with You; or
- (c) You or the Insured.

- 1.2.7. Nominee means the person named in Schedule who has been nominated in accordance with Article 8
- 1.2.8. Policy means the arrangements established by this Policy Document.
- 1.2.9. Policy Anniversary means the annual anniversary of the Commencement Date.
- 1.2.10. Policy Term means the period between the Commencement Date and the Maturity Date.
- 1.2.11. Policy Year means the year commencing on the Commencement Date or any Policy Anniversary.
- 1.2.12. Premium Payment Term means the period specified in the Schedule during which Regular Premium is payable.
- 1.2.13. Proposal Form means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it.
- 1.2.14. Regular Premium means the amount payable by You in the manner and at the intervals (Premium Frequency) specified in the Schedule.
- 1.2.15. Schedule means the schedule (including any annexures/tables attached to it and any endorsements We have issued) and, if more than one, then the latest in time.
- 1.2.16. Specialist means a person who holds a recognized post graduate qualification in any specialized stream of allopathic medicine, is registered by the Indian Medical Council and is practicing within the scope of such license, and shall not include:
- (a) any relative of You or the Insured; or
  - (b) any person who resides with You or the Insured; or
  - (c) any person covered under this Policy.
- 1.2.17. Sum Assured means the amount specified in the Schedule.

1.2.18. Survival Period means a period of 30 days beginning on the date of diagnosis of the Critical Illness.

1.2.19. Waiting Period means a period of 90 days beginning on the Commencement Date or the date of revival of the Policy.

1.2.20. We, Our or Us means the Aviva Life Insurance Company India Limited.

1.2.21. You or Your means the policyholder named in the Schedule who has concluded this Policy with Us.

## 2. Benefits

### 2.1. Critical Illness Benefit

If the Insured is first diagnosed with a Critical Illness during the Policy Term and while the Policy is in force, We will pay the Sum Assured to You provided that:

- (i) The Critical Illness is diagnosed after the completion of the Waiting Period; and
- (ii) The Insured has survived until at least the completion of the Survival Period; and
- (iii) We have received notice of the claim and the specified claim documentation in accordance with Article 4; and
- (iv) The Critical Illness has been confirmed in writing by a Registered Medical Practitioner, including a Specialist acceptable to Us, (the costs of which shall be borne by You or the Insured).

The Policy shall terminate immediately and automatically on the earlier of the payment of the Sum Assured under Article 2)a) or the Insured's death.

2.2. In addition to any specific exclusions specified in the definitions of the Critical Illnesses, We shall not be liable to make payment for any claims under Article 2)a) if the claim is directly or indirectly attributable to, or aggravated or arising out, of any of the following unless such acts of the Insured are beyond his/ her control:

- (i) Alcohol or drug abuse including drug taking other than prescribed by a Registered Medical Practitioner, any actual or alleged crime committed by the Insured, wilful self inflicted injury and attempted suicide.
- (ii) Failure to seek or follow medical advice.

- (iii) Engaging in racing of any kind other than athletics or swimming.
- (iv) Any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or wilful participation in acts of violence.
- (v) Radioactive contamination due to a nuclear accident.
- (vi) Any mental or functional disorder, where:
  - 1. Functional disorder is a disorder of a physiological function having no known organic basis; and
  - 2. Mental disorder is any clinically significant behavioral or psychological syndrome characterized by the presence of distressing symptoms, impairment of functioning, or significantly increased risk of suffering death, pain, or other disability.
- (vii) Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
- (viii) Any condition, ailment or injury or related condition(s) for which Insured had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the Commencement Date or revival of the Policy.

2.3. No amount will be payable under the Policy on the Maturity Date or on the Insured's death or on the surrender of the Policy.

It is agreed and understood that We shall not be liable to pay more than the Maximum Sum Assured specified in the Schedule in respect of any and all claims arising on all Our critical illness policies under which the Insured is covered.

### **3. Payment of Premium, Grace Period, Revival and Dealings with the Policy**

- a) Regular Premium is payable in the amounts, specified in the Schedule, at the Premium Frequency and for the Premium Payment Term. Regular Premium shall be paid on every Policy Anniversary, if the Premium Frequency is annual. If the Premium Frequency is half yearly, then the Regular Premium shall become due on the day corresponding with the Commencement Date in every half-year. If the corresponding day does not exist in a particular month, then the last day of that month shall be deemed to be the due date.

- b) If We have not received the Regular Premium in full by the date on which it was due to Us, then We shall allow a grace period of 30 days for You to pay the Regular Premium to Us. During this grace period the Critical Illness Benefit applicable under the Policy will be available.
- c) If We do not receive the due Regular Premium in full within the grace period, then:
- (i) This Policy shall immediately and automatically lapse and the Critical Illness Benefit shall cease immediately.
  - (ii) You may give Us written notice to revive the Policy during the Policy Term and within one (1) year of the due date of the first unpaid Regular Premium and provide Us with all information or documentation We request. You understand and agree that:
    - 3.1.1.1. You shall pay in advance the due Regular Premium in full and the revival fee specified in the Schedule. You shall also bear all costs of any medical examination and special tests.
    - 3.1.1.2. Even if You have submitted all the information and documentation sought there is no obligation on Us to revive the Policy or r revive it on the same terms and the revival is subject to Our underwriting requirements, as applicable from time to time.
    - 3.1.1.3. The revival of the Policy shall only be effective from the date on which We have issued a written endorsement confirming the revival of the Policy.
  - (iii) If We do not receive Your notice to revive the Policy within one (1) year of the due date of the first unpaid Regular Premium then the Policy shall automatically terminate and no amount shall be payable under or in relation to the Policy.

We may review the rate of Regular Premium applicable under the Policy at every 5 Policy Years at the Policy Anniversary<sup>1</sup>. Any changes to the Regular Premium rates shall be notified in writing to You and shall be applicable from the immediately subsequent Policy Anniversary.

<sup>1</sup> This is subject to prior approval from Insurance Regulatory & Development Authority

- d) No loan shall be granted under this Policy.

#### 4) Conditions for Payment

It is a condition precedent to Our liability to make any payment that:

- a) We are given written notice of the claim immediately and in any event within ninety (90) days from the date of diagnosis of the Critical Illness. If the claim is intimated to Us after 90 days from the date of diagnosis of the Critical Illness, We will accept the claim only if the written reasons provided for the delay are found to be satisfactory by Us.
- b) We are given such information and documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause leading to the claim and/or Our liability in respect of it, including but not limited to:
  - (i) Our claim form duly completed.
  - (ii) The Policy Document.
  - (iii) Evidence of date of birth if We have not admitted age.
  - (iv) Medical report confirming the occurrence of Critical Illness which is acceptable to Us.
  - (v) All past and present medical records (such as discharge summary, daily records and investigation test reports), if applicable.
  - (vi) FIR, police inquest, final police report, if applicable.
  - (vii) The original or a certified copy of the death certificate showing the circumstances and cause and the date of death, if applicable.
  - (viii) A copy of the claimant's photo identification proof, address proof and bank account details, if not provided earlier.
  - (ix) Any other documentation or information We request.
- c) We receive all co-operation and assistance in any investigation that We may decide to carry out in respect of the Critical Illness.

#### 5) Termination

This Policy shall terminate immediately and automatically on the occurrence of the earliest of the following:

- a) on payment of the Sum Assured under Article 2)a);or
- b) on the Insured's death; or
- c) on the expiry of one (1) year from the due date of the first unpaid Regular Premium, if the Regular Premium has not been received in full; or
- d) the Maturity Date.

## 6) Change in Occupation

It is a condition precedent to Our liability to make payment that You shall give written notice to Us immediately if there is any change in the Insured's occupation

## 7) Taxation

We are entitled to make such deductions and/ or levy such charges, present and future which in Our opinion are necessary and appropriate, from and/ or on the Regular Premium payable and/or fees/ charges payable or benefit amount receivable under the Policy on account of any applicable taxes, which is or may be imposed in relation to the Policy by any legislation, order, regulation or otherwise upon Us, You or the Nominee. It is agreed and understood that We shall not be liable for any applicable taxes on any personal income of You or the Nominee.

## 8) Nomination and Assignment

- a) **Nomination should be in accordance with provisions of sec 39 of the Insurance Act 1938 as amended from time to time.**

Nomination should be in accordance with the provisions of Part D read with Section 39 of the Insurance Act, as amended from time to time. A Leaflet containing the simplified version of the

provisions of Section 39 is enclosed in Annexure – 1

**b) Assignment should be in accordance with provisions of sec 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 – 2

## **9) Entire Contract**

This Policy constitutes the complete contract of insurance between You and Us. We may amend the 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 Insurance Regulatory and Development Authority.

## **10) Due Observance**

The due observance of and compliance with the terms, provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability.

## **11) Fraud**

If You or the Nominee or anyone acting on Your or his behalf or at Your or his direction or with Your or his knowledge makes or advances any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect, then this Policy shall be void and any amount actually paid or potentially payable shall be forfeited.

## **12) Territorial Limits & Currency**

All Regular Premium and benefits are payable only within India and in Indian Rupees.

### **13) Fraud, Misstatement and Forfeiture**

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure–3.

### **14) Loss of the Policy Document**

- a) We will replace a lost Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and to call for such evidence of the loss of the Policy Document, at Your expense, as We consider necessary before issuing a duplicate Policy Document. We have the right to charge a fee for the issue of a duplicate Policy Document.
- b) If We agree to issue a duplicate Policy Document, it is hereby understood and agreed that the original shall cease to be of any legal effect and You shall indemnify and keep Us indemnified and hold Us harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a duplicate Policy Document.

### **15) Notices & Correspondence**

- a) You shall give Us all notices, instructions and correspondence in writing at Our address specified in the Schedule or at any of Our branch offices.
- b) All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule. You shall notify Us of any change in Your address (including change in the registered email id) or Your Nominee's address, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid and the Company shall not be held liable in any manner for any losses or damages suffered by You or Your Claimant due to the above
- a) Any Policy Document or any other communication sent to You by Us through speed post or courier or any other legally recognized mode of posting, at the address provided in the Schedule shall be deemed to have been received by You within 7 days from the date of dispatch.

### **16) Agent's Authority**

- a) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal Form.
- b) No insurance agent is authorised to amend the Policy Document, 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.

## 17) Governing Law

Any and all disputes or differences arising out of or under this Policy shall be governed by and determined in accordance with Indian law and by the Indian Courts.

## 18) Grievance Redressal Mechanism

For any query, complaint or grievance You can:

- a) Call at 1800-103-7766 / 1800-180-2266 or E-mail: [complaints@avivaindia.com](mailto:complaints@avivaindia.com)
- b) Approach any of Our branch offices or contact Our customer services group at the Head Office at Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF- Phase V, Sector-43, Gurgaon-122003 (Haryana).

If You do not receive any response within 10 days or are not satisfied with the response, You may contact Complaint Redressal Officer (CRO) at

- a) Head Office; or
- b) Call at 0-124-2709046, or
- c) Email: [cro@avivaindia.com](mailto:cro@avivaindia.com)

If still not satisfied with the response or do not receive a response within 14 days, You may approach the Grievance Cell of the IRDAI on the following contact details:

IRDA of India Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register Your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper- Consumer Affairs Department, Insurance Regulatory and Development Authority of India, 9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh, Fax No: 91- 40 – 6678 9768”

Alternatively, You may approach the Insurance Ombudsman at the address mentioned in table below or at the IRDA of India's website [www.irda.gov.in](http://www.irda.gov.in), if Your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy;
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- Delay in settlement of a claim;
- Dispute with regard to the premium; or
- Non-receipt of Your insurance document.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant. As per Rule 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Insurance Ombudsman can be made:

- Only if the grievance has been rejected by Our Grievance Redressal Machinery;
- Within a period of one year from the date of rejection by Us; and
- If it is not simultaneously under any litigation.

**Office of the Governing Body of Insurance Council**

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI -400021.

Tel:- 022-26106245/ 022-26106980, Fax:- 022-26106949, E mail: [inscouncil@gmail.com](mailto:inscouncil@gmail.com)

**List of Insurance Ombudsman**

S.No	Office of the Ombudsman	Contact Details	Areas of Jurisdiction
1.	<b>AHMEDABAD</b>	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, UT of Dadra & Haveli, Daman and Diu
2.	<b>BENGALURU</b>	Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
3.	<b>BHOPAL</b>	Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P) – 462 003 ; Tel: 0755-2769201/202, Fax: 0755 - 27 692 03; E-Mail: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh & Chhattisgarh
4.	<b>BHUBANESHWAR</b>	62, Forest Park, Bhubaneswar - 751009 Tel: 0674 - 259 6455/61, Fax: 0674 - 259 6429 E-Mail: bimalokpal.bhubaneswar@ecoi.co.in	Orissa

	<b>CHANDIGARH</b>	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017  Tel: 0172-2706196 / 2706468;  E-Mail: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a> , Fax: 0172 - 270 8274	Punjab, Haryana, Himachal Pradesh,  Jammu & Kashmir, UT of Chandigarh
6.	<b>CHENNAI</b>	Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, Chennai - 600018  Tel: 044 - 24333668 / 24335284 ,  Fax: 044 - 24333664  E-Mail: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry)
7.	<b>NEW DELHI</b>	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, New Delhi- 110002  Tel: 011 - 23239633 / 23237532, Fax: 011 - 23230858  E-Mail: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi
8.	<b>ERNAKULAM</b>	2 <sup>nd</sup> Floor, PulinatBuilding, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015  Tel: 0484-2358759/9338, Fax: 0484 - 2359336  E-Mail: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
9.	<b>GUWAHATI</b>	“Jeevan Nivesh”, 5th Floor, Near, Panbazar Overbridge, SS Road, Guwahati - 781001  Tel: 0361 - 2132204/5 Fax: 0361 - 2732937  E-Mail: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam, Meghalaya, Manipur, Mizoram,  Arunachal Pradesh, Nagaland & Tripura
10.	<b>HYDERABAD</b>	6-2-46, 'Moin Court', 1st Floor, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi Ka Pool, Hyderabad- 500004  Tel: 040-23325325/23312122, Fax: 040 - 23376599  E-Mail: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telangana, and  UT of Yanam – a part of the UT of Pondicherry

11.	<b>JAIPUR</b>	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
12.	<b>KOLKATA</b>	4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, Kolkata - 700 072 <b>Tel:</b> 033 - 22124339 / 22124340, <b>Fax:</b> 033 - 22124341 E-Mail: bimalokpal.kolkata@ecoi.co.in	West Bengal, UT of Andaman and Nicobar Islands, Sikkim
13.	<b>LUCKNOW</b>	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.  Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14.	<b>MUMBAI</b>	3rd Floor, Jeevan Seva Annexe (Above MTNL), S.V. Road, Santa Cruz (W), Mumbai - <b>Tel:</b> 022 – 2610/6552/6960, <b>Fax:</b> 022 - 26106052 E-Mail: bimalokpal.mumbai@ecoi.co.in	Goa,  Mumbai Metropolitan Region  excluding Navi Mumbai & Thane.
15.	<b>NOIDA</b>	4 <sup>th</sup> Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, U.P-201301 Tel No: 0120-2514250/52/53 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazia bad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur,

			Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
16	<b>PATNA</b>	1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
17	<b>PUNE</b>	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@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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### 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 26<sup>th</sup> day of December 2014. 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 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 26<sup>th</sup> 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 26<sup>th</sup> 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.

***[ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act ,2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Laws (Amendment) Act ,2015 Gazette Notification dated March 23 , 2015 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 Act, 1938 as amended by Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014. 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 authorize 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 there of 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 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 26<sup>th</sup> day of December 2014 shall not be affected by this section.

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**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 Insurance Laws (Amendment) Act 2015 which is deemed to have come into force on the 26<sup>th</sup> day of December 2014 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.
02. On the ground of fraud, a policy of Life Insurance may be called in question withi 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.

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