

**Aviva New Traditional Employee Benefit Plan
A Non Linked Non-Participating Savings Insurance Plan (UIN:122N102V02)**

Part A

CIN-

UIN: 122N102V02

1. Forwarding Letter with Free Look Clause

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

Subject: Aviva New Traditional Employee Benefit Plan/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. If you have any queries please contact you Relationship Manager or Customer Services at any of our branch (es) or email us at: group.services@avivaindia.com or call us at 1800-103-7766.

Right to reconsider during the Free Look Period

If You are dissatisfied with the Master Policy and wish to return the same, please send a letter marked to "Customer Services" at the address below along with the original Policy Document and premium receipt. You must exercise the option to return the Policy within fifteen (15) days (30 days in case Policy is issued through distance marketing mode) of receipt of this Policy Document stating reasons for cancellation. On receipt of the aforementioned 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.

Please see the list of documents enclosed with Your Master Policy

- Policy Schedule
- First Premium Receipt
- Member Data
- Fund Statement
- Standard Terms & Conditions
- Welcome Letter (User ID and Password)

We would like to inform you that the employer's contribution towards an approved gratuity fund created by him exclusively for the benefit of his employees under an irrevocable trust is allowable as deduction under the Income Tax act, 1961.

Please note that the Employer is supposed to issue confirmation of Insurance protection to individual employees with clear reference to this Group Insurance Policy and the benefits secured thereby. We request you to ensure the same as per the details provided in the member data attached herewith

Yours Sincerely

Name

Designation

Communication Address:

*Aviva Life Insurance Company India Ltd.
Aviva Tower, Sector Road, Opposite Golf Course,
DLF Phase V, Gurgaon – 122003 (Haryana)*

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

2. Policy Preamble

This Master Policy Document evidences the contract of insurance between You and Us. Your Proposal Form is the basis of the insurance provided by Us. We will provide the benefits set out in this Master Policy subject to its terms and conditions.

3. Policy Schedule

This Schedule forms and be read an integral part of the Master Policy Document.

Schedule

Master Policy No.

1. Type of Employee Benefit :
2. Name of the Scheme, if any :
3. Plan Name : Aviva New Traditional Employee Benefit Plan
4. Name of the Master Policyholder : ABC
5. Address of the Master Policyholder : XXXXX
6. Date of Proposal:
7. Commencement Date:
8. Master Policy Renewal Date
9. Last contribution received date in the policy
10. Next contribution due date
11. Number of Insured Members (at Commencement Date):
12. Premium Payable
13. Premium Payment Term:
14. Sum Assured :
15. Premium :
16. Total Sum Assured of the group for which Premium is being charged (at Commencement Date):
17. Contribution Received (at Commencement Date):
18. Special Conditions, if any :
19. Endorsements, if any :
20. Stamp Duty

Notes:

- The Master policy is annually renewable
- All Contribution, Premium and benefits under this Master Policy are payable in Indian Rupees
- This Schedule forms an integral part of the Policy Document and should be read in conjunction only.
- Applicable taxes will be payable by You at the prevailing rates. Tax laws are subject to change and You will be responsible to pay or bear any new or additional tax/levy or any changed amount of applicable tax, charge or levy imposed on the Contribution/Premium by a competent authority.
- This Schedule forms an integral part of the Master Policy Document and should be read in conjunction with it.

Our address for correspondence:

Aviva Life Insurance Company India Limited

Aviva Tower, Sector Road, Opposite Golf Course, DLF Phase-V, Sector 43, Gurugram-122 003

Authorised Signatory

Date:

Place: Gurugram

Part B

1) Definitions

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

- i) Age means a Member's age last birthday
- ii) Beneficiary means the person nominated by the member as recorded in the Register of Members.
- iii) Commencement Date means the date specified in the Schedule on which this Master Policy commenced.
- iv) Contribution means the amount payable by You from time to time to Us.
- v) Funding Status means the status of Your Employee Benefit scheme as being a fully funded scheme or an under funded scheme.
- vi) Funding Status Certificate means a written confirmation provided by You, containing details about the Funding Status of Your employee benefit scheme wherein You shall confirm that such funding is required as per the Actuary's certificate based on the extant accounting standard governing the measurement of long term Employee Benefit or any other prevailing guidelines issued by the Insurance Regulatory & Development Authority of India, from time to time.
- vii) Insured Event means the earliest of a Member's, retirement, death, resignation, leave encashment or termination of service with You due to any reason.
- viii) Employee Benefit means the amount of gratuity and leave encashment that You inform to Us and payable as per Your scheme rules, disclosed to Us prior to the Commencement Date or, as amended from time to time.
- ix) Master Policy means the contract of insurance entered into between You and Us as evidenced by this Master Policy Document.
- x) Member means any person who satisfies and continues to satisfy the eligibility criteria at Article 3 of Part C and whose name appears in the Register of Members.
- xi) Member Effective Date means the date last recorded in the Register of Members.
- xii) Minimum Floor Rate means the interest rate of 1% per annum and which is guaranteed throughout the tenure of the Master Policy.
- xiii) Policy Account means the account setup by Us in respect of the Master Policy, in which all Contributions and Premium received from You and the interest determined as per Article 1 of Part C will be credited and any Employee Benefit payable as per Your scheme rules will be debited.
- xiv) Policy Anniversary means the annual anniversary of the Commencement Date.
- xv) Policy Year means a one-year period commencing on the Commencement Date or on any Policy Anniversary thereof.
- xvi) Premium means the amount payable by You to Us in the manner and frequency specified in the Schedule for maintaining the life cover for the Members under the Master Policy.
- xvii) Proposal means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it.

- xviii) Register of Members means a register maintained by You containing details of each Member, including but not limited to name, Age, sex, salary, accumulated leave, his retirement date, the Member Effective Date, details of the Beneficiary or in case of Beneficiary's minority, such other person appointed by the Member to receive any payment from You and any special conditions applicable to a Member.
- xix) Revival Period means period of five (05) years from the date of discontinuation of the Contribution.
- xx) Scheme Rules means the rules attached to the Trust Deed and governing the relationship between You and each Member, as may be amended by You and intimated to Us from time to time.
- xxi) Segregated Fund means the fund setup by Us by earmarking all the assets under this product.
- xxii) Shadow Policy Account means the account setup by Us in respect of the Master Policy, whose balance will be determined as per Article 1(a)(iii)(c) of Part C.
- xxiii) Sum Assured means the amount specified in the Schedule which is payable in accordance with Article 2) (b) of Part C.
- xxiv) Trust Deed means the trust deed executed by You on the date specified in the Schedule as amended by You and intimated to Us from time to time.
- xxv) We/Us/Our means the Aviva Life Insurance Company India Limited.
- xxvi) You/Your means the Trust mentioned under the Trust Deed and as the Master Policyholder in the Schedule who have concluded this Master Policy with Us.

2) 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) Accrual of Interests to the Policy

a) The Master Policy will be credited with the following interest rates/additions, subject to Our Board Approved Policy, from time to time.

i) Minimum Floor Rate shall be credited on the balance of the Policy Account on quarterly basis where the balance of the Policy Account will be at the beginning of each financial quarter.

ii) **Non-zero positive additional interest rate**, if any, (over and above the Minimum Floor Rate), will be declared at the beginning of each financial quarter and will be credited on the balance of the Policy Account on quarterly basis where the balance of the Policy Account will be at the beginning of each financial quarter. Such non-zero positive additional interest rate shall be credited to the balance of the Policy Account after crediting the Minimum Floor Rate.

The non-zero positive additional interest rate shall not be less than 90% of the actual money weighted annualized return of the Segregated Fund during the previous financial quarter less the Minimum Floor Rate.

iii) **Non-zero positive residual additions**, if any, shall be credited to the Policy Account at the end of each Policy Year. Non-zero positive residual additions shall be determined as follows:

(a) Gross investment yield earned in the Shadow Policy Account, as per Article 1(a)(iii)(c), at the end of each Policy Year less the yield earned in the Policy Account, at the end of each Policy Year.

For this purpose, the yield earned in the Policy Account shall be calculated using the money weighted rate of return method at the end of each Policy Year.

(b) At the end of each Policy Year, after Minimum Floor Rate and non-zero positive additional interest rate as per Article 1(a)(ii) has been credited, non-zero positive residual additions, if any, shall be credited to the Policy Account, which shall at least be equal to 90% of the difference between the Shadow Policy Account balance and Policy Account balance.

(c) Shadow Policy Account shall be maintained on a daily basis. Such Shadow Policy Account shall be computed based on the actual accruals of all Contributions received by Us from You, income from investments as and when received and all actual debits from the Policy Account, to arrive at the actual gross investment yield.

(d) Non-zero positive residual additions shall be credited in such a way that these always result in the following or lower reduction in yields:

| Number of years elapsed since the Commencement Date | Maximum reduction in yield { difference between gross investment yield and actual yield (% per annum) } |
|---|---|
| 5 | 4.00% |
| 6 | 3.75% |
| 7 | 3.50% |
| 8 | 3.30% |
| 9 | 3.15% |
| 10 | 3.00% |

(e) **Interest & Expense Charge**

An amount not exceeding 10% of the difference between the i) Gross Investment Yield earned in the Shadow account (at the end of each policy year) and ii) the Actual yield earned in the policy account value (at the end of each policy year), will be charged towards interest & expense charge. For example if the Gross Yield is 6% and the Actual Yield is 5.50% then the maximum charge would be 0.05% {10% of (6% minus 5.50%)}

(f) The valuation of assets and liabilities shall be in accordance with IRDAI (Assets, Liabilities and Solvency Margin of Life Insurance Business) Regulations, 2016 and other relevant Regulations

2) Benefits

- a) Upon the occurrence of an Insured Event while in service in respect of a Member, We will pay You the Employee Benefits as per Your scheme rules within 7 (seven) working days of Our receipt of Your written notice with complete documentation specifying the occurrence of an Insured Event while in service and the amount to be paid in accordance with Your scheme rules from the Policy Account as long as the Policy Account is sufficient to make such payment.
- b) If the Insured Event is the death of the Member, then in addition to the Employee Benefits payable as per Article 1(a) above, We shall pay the Sum Assured amounting to Rs.5,000/- to You. You shall immediately give the Sum Assured (without any deductions) to the Beneficiary.
- c) Our maximum liability to make any payment of the Employee Benefits under this Master Policy in respect of all Members and all Insured Events shall at all times be limited to the Policy Account value excluding the Sum Assured of Rs 5,000/- per Member.

3) Eligibility Criteria for Membership

- a) A person shall be eligible to become a Member upon all the following being satisfied:
 - i) The person is not younger than Age 18 and not older than Age the lower of 74 last birthday, at the proposed Member Effective Date; and
 - ii) The person is employed by You; and
 - iii) You satisfy Us in all respects as to that person's eligibility to become a Member.
 - iv) the Member's name being entered in the Register of Members.
- b) A Member shall immediately and automatically cease to be a Member upon the occurrence of the earliest of:
 - i) failing to satisfy any of the eligibility criteria specified in Article 3(a) above, or
 - ii) the occurrence of an Insured Event except on separation of Members from the Policy, or
 - iii) Your written request to terminate a Member's cover under the Master Policy and Our acceptance of the same, or
 - iv) the termination of the Master Policy
- c) You shall provide Us 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 30 (thirty) 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.

- d) You may terminate the Master Policy by giving Us prior written notice of the same.

4) Payment of Contribution & Premium

- a) Contribution and Premium with respect to this Master Policy shall be made by You in accordance with the funding requirements as per the Scheme Rules. You shall confirm that such funding is based on the extant accounting standard governing the measurement of long term employee benefits or any other guideline/clarification issued by IRDA of India from time to time. You may not pay future Contribution or Premium under such Master Policy subject to Article 4 b) below. However, such Master Policy shall not be treated as discontinued and the life cover on the lives of insured Members will continue subject to deduction of the premium to provide life insurance coverage to the Members.
- b) Contribution is payable to Us by You in accordance with the Scheme Rules subject to following conditions:
- i) Receipt by Us of Your Funding Status Certificate on or at least 7 (seven) days prior to the commencement of each Master Policy Anniversary;
 - ii) You may continue the Master Policy without payment of any Contribution however the Premium of the Members will continue subject to deduction of Premium provided that the Funding Status of the Master Policy is fully funded as per the Funding Certificate received by Us in accordance with Article 4 (b) (i) above and We send you a written notice confirming the continuity of the Master Policy without payment of any Contribution till the next Policy Anniversary;
 - iii) if We determine on the basis of Your Funding Status Certificate that the Funding Status is under funded or You fail to submit the Funding Status Certificate even after 30 days of the Policy Anniversary then the Master Policy will become a Discontinued Policy and the life cover in respect of all Members will cease immediately. Further, the provisions of Article 2 of Part D will be automatically applicable to Your Master Policy; and
 - iv) You must provide Us in writing with the details of all such persons eligible to become a Member and those persons who have ceased to be a Member on a monthly basis, latest by the 7th (seventh) day of the following month. If there is any delay in reporting the data pertaining to these additional/discontinuing Members, then in respect of additional Members whose details have not been reported by the 7th (seventh) day of the following month, We will charge Premium from the Member Effective Date which is applicable for those other Members whose data was reported to Us by the 7th (seventh) day of the following month, but the life cover for these additional Members under the Master Policy shall be effective only from the date on which We have received the data of such Members from You and provided that the Member is alive on date of reporting to Us and satisfies the eligibility criteria specified in Article 3(a) above. Life cover to such additional Members under the Master Policy shall be at Our sole discretion, subject always to availability of sufficient advance Premium.

Part D

1) Discontinuance of Policy

- a) On every Annual Renewal Date (ARD), You will have to submit a written declaration about the funding status of the scheme as per extant accounting standard governing the measurement of long term Employee Benefits or any other guidelines/clarifications issued by IRDA from time to time. In case such confirmation is not submitted within 30 days of the annual renewal date or the funding status submitted shows that the scheme is under-funded, the policy will be discontinued the life cover in respect of all Members will cease immediately.
- b) “Nil Contributions” will be allowed only when the funding status of the scheme is supported by confirmation from You as per extant accounting standard governing the measurement of long term Employee Benefit or any other guideline/clarification issued by IRDA of India from time to time otherwise the policy contract will become a discontinued contract and the life cover in respect of all Members will cease immediately.

2) Revival

- a) You may revive a Discontinued Policy within 5 (five) years from the due date of the first unpaid Contribution after the issuance of the Master Policy (‘Revival Period’). During the Revival Period, the Discontinued Policy may be revived subject to the following:
 - i) You informing Us in writing at least 7 (seven) days prior to the end of the Revival Period of Your intention to revive and the proposed date when You wish to do so. The revival of the Master Policy shall be subject to Our board approved underwriting requirements, as applicable from time to time, and We reserve the right to obtain additional information before reviving the Master Policy;
 - ii) You paying the Contribution and Premium in respect of the Members alive at the date of revival;
 - iii) Your Funding Status is fully funded and supported by Funding Status Certificate;
 - iv) the revival of the Master Policy shall not take effect until We have approved Your request for revival which shall only be evidenced by a written communication from Us confirming this. We have no obligation to revive the Master Policy even if You have given Us all documentation requested by Us. We may also (at Our sole and absolute discretion) restrict the terms upon which We agree to revive the Master Policy.
- b) If the Master Policy is not revived within the Revival Period, then the Discontinued Policy shall immediately and automatically terminate at the date of expiry of the Revival Period by paying the value in the Policy Account as on the date of termination of the Master Policy.
- c) During the Revival Period:
 - i) the Sum Assured as mentioned in the Register of Members shall not be payable on the death of a Member;
 - ii) the Scheme Benefits payable in accordance with Article 1(a) of Part C shall continue to be payable under the Master Policy to the extent the fund in the Policy Account is sufficient for such purpose;

3) Surrender Value

You may surrender this Master Policy at any time by giving Us written notice. We will pay You the amount in Your Policy Account without any surrender charge.

4) Free Look Period

Master Policyholder has Right to review the policy terms and conditions within 15 days (30 days if policy is solicited through distance marketing) from the date of receipt of the policy document. If policyholder disagrees to any of the terms or conditions, Master Policyholder has option to return the policy stating the reason of the objection. Master Policyholder shall be entitled to a refund of the Premiums/Contributions (without interest) received till the date of cancellation after deducting expenses incurred on medical examination, if any, proportionate risk charges and stamp duty.

5) Loan

No loan shall be granted under this Master Policy.

PART E

1. Applicable Charges
 Not applicable to the Policy

2. Fund Options
 Not applicable to the Policy

3. Fund Name
 Not applicable to the Policy

Part F

General Terms and Conditions

1) Payment Conditions

- a) It is a condition precedent to Our liability to make any payment that You shall, at Your own expense give Us:
 - i) written notice of the occurrence of an Insured Event as soon as reasonably practicable, and
 - ii) such information and/or documentation that We may request in relation to the Insured Event
- b) We assume no liability for the payment of any amount to the Member or for Your payment (including any payments to be made by the trustees) of any amount to the Member including the timing of payment or adequacy of payment made by You to any Member or adequacy of payment under this Master Policy being sufficient to discharge Your obligations to Members. You agree to hold Us harmless and indemnify Us against any claim (and expense or loss occasioned thereby) by, from or on behalf of, the Member or his legal heirs or executors or personal representatives or next of kin or any other interested person (whether or not in fact interested) that may be made against or incurred by or involve Us arising out of or in connection with any payment in fact or allegedly due in respect of any Insured Event made by Us to You or attributable to any actual or alleged failure or delay by You in providing or not providing any benefits (whether under this Master Policy or otherwise) to a Member or his legal heirs or executors or personal representatives or next of kin or any other interested person (whether or not in fact interested).
- c) All monies payable by Us shall be paid to the Beneficiary directly into his/he account or through a cheque in the name of the Beneficiary dispatched to Your designated offices against a discharge in a form We specify given by the Beneficiary or on his/her behalf by any person duly authorised in writing by the Beneficiary and this shall be a valid discharge to Us in respect of any such payment.
- d) Upon receipt of notification of an Insured Event , We will inform the Claimant of Our requirements regarding the claim along with a copy of claim form. The primary documents required by Us for processing a death claim under the Policy include the following
 - o Duly filled claim form
 - o Covering Letter stating death of member (optional)
 - o Certified copy of death certificate
 - o Pay Slip for the last month of service
 - o Nominee KYC Details and Bank account proof

2) Taxation

- i) You need to pay all applicable taxes, over and above the Contribution/Premium to Provide Life Coverage/ fees /charges payable by You.
- ii) We will deduct any applicable taxes, cess or levies, as may be in force from time to time from any amounts payable by Us to You. We do not offer any tax advice or consultancy and You are advised to seek the opinion from Your tax advisor in relation to the applicable tax benefits and liabilities. We do not hold any responsibility for Your and/or the claimant's claim to any deduction/s under the tax laws for any amounts contributed or accrued/received under this Policy. Tax benefits and liabilities under the Policy are subject to prevailing tax laws.

3) Benefits not Assignable

A Member cannot assign, charge or dispose of his beneficial interest under the Master Policy.

4) Appointment of Beneficiary

- i) Every Member may nominate one or more of his spouse or his children or dependants to be a Beneficiary and We shall register the same in the Register of Members and send an endorsement confirming the identity of the Beneficiary.
- ii) We must be given written notice of the change of any Beneficiary. Any nomination and change in nomination will take effect only once We have registered the same in the Register of Members and We send an endorsement confirming the identity of the Beneficiary or the new Beneficiary.
- iii) In the event of the death of a Member, the payment advice shall be issued in the name of the Beneficiary and the same shall be sent to You for onward delivery to the Beneficiary.
- iv) If there are no Beneficiaries or all Beneficiaries have pre-deceased the Member, then We will pay You, and You shall make the payment to the legal heirs or legal representatives of that Member.
- v) If there is more than one Beneficiary and a Beneficiary dies before a payment becomes due then We will pay to You and You will pay the other Beneficiaries in proportion to their designated shares.

5) Amendments

You shall inform Us of any changes or amendments to Your scheme rules as soon as reasonably practicable.

6) Loss of the Master Policy Document

We will replace a lost Policy Document with a fee of Rs 250/- plus applicable taxes. The original policy will cease to have any legally binding impact from the date of issuance of duplicate policy.

7) Notices & Correspondence

- i) You shall give Us all notices, instructions and correspondence, including notices of transfer, nomination or other transactions in writing at Our address specified in the Schedule or at any of Our branch offices.
- ii) You shall notify Us of any change in Your address (including change in the registered email id), failing which notices or correspondence sent to the last recorded address and hence company will not take any responsibility of any loss/damage owing to this.

8) Territorial Limits and Currency

All Contributions and benefits are payable within India and in Indian Rupees.

9) Governing Law & Jurisdiction

This Master Policy and any disputes or differences arising under or in relation to the Master Policy are subject to and shall be construed in accordance with Indian law and by the Indian Courts.

10) 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 of India.

11) Agent's/Intermediary's Authority

- i) The insurance agent intermediary is only authorised by Us to arrange the completion and the submission of the Proposal.
- ii) No insurance agent/intermediary is authorised to amend the Master 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 /intermediary then such payment is made at Your risk and the agent/ intermediary will be acting as Your representative.

12) Fraud, Misrepresentation 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 – 1 for reference.

Part G

Grievance Redressal Mechanism

1) Customer Service Assistance

- i) For any query, complaint or grievance relating to the Policy You can:
 - a) call Us at **1800-103-7766** ;1800-180-2266 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.
- ii) 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

2) Contact Our Grievance Redressal Officer

- i) If You do not receive any response from Us or are not satisfied with Our response, You can contact Our Grievance Redressal Officer at:
 - a) Head Office Aviva Life Insurance Company India Limited, Aviva Tower, Sector Road, Opposite Golf Course, DLF- Phase V, Sector- 43,Gurgaon-122003 (Haryana); or
 - b) call at 0124-2709046; or
 - c) email at cro@avivaindia.com.

3) How to Approach IRDAI Grievance Cell

- i) If You are 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:

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.

4) How to Approach Insurance Ombudsman

- i) 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 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) .
- ii) 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;
 - 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.
- iii) As per Rule 14(3) of the Insurance Ombudsman Rules, 2017, 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.
- iv) 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;
 - 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.
- v) 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.
- vi) 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. We request you to regularly check IRDAI's website www.irdai.gov.in for updated contact details of the Insurance Ombudsman

List of Insurance Ombudsman

| S.No | Office of the 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@ecoi.co.in | Gujarat, UT of Dadra & Haveli, Daman and Diu |
| 2. | BENGALURU | Jeevan Soudha Building,PID No. 57-27- N- 19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in | Karnataka |
| 3. | BHOPAL | Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P) – 462 003 ; Tel: 0755-2769201/2769202, Fax: 0755 - 27 692 03; E-Mail: bimalokpal.bhopal@ ecoi.co.in | Madhya Pradesh & Chhattisgarh |
| 4. | BHUBANESHWAR | 62, Forest Park, Bhubaneswar - 751009 Tel: 0674 - 259 6455/61, Fax: 0674 - 259 6429 E-Mail: bimalokpal.bhubaneswar@ecoi.co.in | Orissa |
| 5. | CHANDIGARH | S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017 Tel: 0172-2706196 / 2706468; E-Mail: bimalokpal.chandigarh@ecoi.co.in , Fax: 0172 - 270 8274 | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh |
| 6. | CHENNAI | Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai - 600018 Tel: 044 - 24333668 / 24335284 , Fax: 044 - 24333664 E-Mail: bimalokpal.chennai@ecoi.co.in | Tamil Nadu, UT- Pondicherry town and Karaikal (which are part of UT of Pondicherry) |
| 7. | NEW DELHI | 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, New Delhi- 110002 Tel: 011 - 23232481/23213504, E-Mail: bimalokpal.delhi@ecoi.co.in | Delhi |
| 8. | ERNAKULAM | 2 nd Floor, Pulinat Building, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358759/9338, Fax: 0484 - 2359336 E-Mail: bimalokpal.ernakulam@ecoi.co.in | Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry |
| 9. | GUWAHATI | “Jeevan Nivesh”, 5th Floor, Near, Panbazar Overbridge, SS Road, Guwahati - 781001 Tel: 0361 - 2632204/2602205E-Mail: bimalokpal.guwahati@ecoi.co.in | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura |
| 10. | HYDERABAD | 6-2-46, 'Moin Court', 1st Floor, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi Ka Pool, Hyderabad- 500004 Tel: 040-67504123/23312122, Fax: 040 - 23376599 E-Mail: bimalokpal.hyderabad@ecoi.co.in | Andhra Pradesh, Telangana, and UT of Yanam – a part of the UT of Pondicherry |

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| 11. | JAIPUR | Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 2740363 Email: Bimalokpal.jaipur@ecoi.co.in | Rajasthan |
| 12. | KOLKATA | 4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, Kolkata - 700 072 Tel: 033 - 22124339 / 22124340, Fax: 033 - 22124341 E-Mail: bimalokpal.kolkata@ecoi.co.in | West Bengal, UT of Andaman and Nicobar Islands, Sikkim |
| 13. | LUCKNOW | 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in | Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, 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, Santa Cruz (W), Mumbai – 400 054 Tel: 022 – 26106552/6960, Fax: 022 - 26106052 E-Mail: bimalokpal.mumbai@ecoi.co.in | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |
| 15. | NOIDA | 4 th 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, Kanoorj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazia bad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur |

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| 16 | PATNA | 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in | Bihar, 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@ecoi.co.in | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. |

Annexure 1

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 26th day of December 2014 are as follows:

01. 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 policywhichever 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 policywhichever 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 not a comprehensive list of amendments of Insurance Laws (Amendment) Act ,2015 which is deemed to have come into force on the 26th 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.]