



AVIVA PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA
(This is a non-linked group One Year Renewable Term insurance plan)
UIN: 122G140V01

Aviva Pradhan Mantri Jeevan Jyoti Bima Yojana
Policy Document

Part A

CIN-U66010DL2000PLC107880

1. Forwarding Letter

Mr/Ms. XYZ ABC
D-X, Block-XY Near XYS ABC - 123
XYZ, India

Mob. No.1111111111111111
Ph. No.- 22222222222222
Home No.- 333333333333

Subject : Aviva Pradhan Mantri Jeevan Jyoti 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.

Yours Sincerely
Name
Designation

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

Intermediary Name:

Intermediary Code:

Intermediary Telephone No.:

Intermediary Email:

Intermediary License No.

Intermediary Mobile No:

1. Policy Preamble

This 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 Policy subject to its terms and conditions

2. Policy schedule

SCHEDULE

(Aviva Group Insurance Scheme for Pradhan Mantri Jeevan Jyoti Bima Yojana)
(This is a non-linked group One Year Renewable Term insurance plan)

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.

We agree to provide the benefits set out in this Policy subject to its terms and conditions.

1. Master Policy Details	
Master Policy Number	
Plan Name	Aviva Pradhan Mantri Jeevan Jyoti Bima Yojana
UIN	122G140V01
Plan Type	A non-linked group One Year Renewable Term insurance plan
Name of the Master Policyholder	
Address of the Master Policyholder	
Policy Commencement Date	
Date of issue	
Annual Renewal Date of Master Policy	
Number of Members covered as on date of commencement	
Minimum Age at entry for a member	
Maximum Age at entry for a member	
Maximum risk cover ceasing age for a member (years)	
2. Insurance Details	
3. Endorsements, if any:	
4. 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	

PART B

Definitions

1. **Annual Renewal Date** is the identical date in every calendar year, subsequent to the Policy Commencement date.
2. **Certificate of Insurance** means the certificate issued by the Company to Member to confirm the Member's insurance cover under the Master Policy.
3. **Distance Marketing** means every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person.
4. **Financial Year** is the period from 1st April of a calendar year to 31st of March of the next calendar year.
5. **Member** is someone who is covered under the Scheme as per the Rules of the Scheme and is therefore eligible for the benefits under this Policy.
6. **Master Policy** shall mean this document, any supplementary contracts or endorsements therein, whenever executed, any amendments thereto agreed to and signed by Us, the application form provided by You, the Schemes Rules and the individual enrolment forms, if any, of the insured Members, which together constitute the entire contract between the parties.
7. **Policy schedule** means the Policy schedule and any endorsements attached to and forming part of this Policy
8. **Policy Commencement Date** means the date as specified in the Policy schedule, on which the insurance coverage under this Policy commences.
9. **Policy Year** is a period of 12 months starting from the Policy Commencement Date or from Policy Renewal Date.
10. **Proposal Form** means the form filled in and completed by You for the purpose of obtaining insurance coverage under this Master Policy.
11. **Rules or Scheme Rule or Rules of the Scheme** mean the rules governing the grant of benefits to the Members, which are framed by the Master Policyholder and accepted by the Company.
12. **Regulator** is the Authority that has Regulatory jurisdiction and powers over the Company. Currently the regulator is Insurance Regulatory and Development Authority of India (IRDAI).
13. **Sum Assured** means the amount specified in the Policy schedule/ Member annexure
14. **We or Us or Our or Company** means Aviva Life Insurance Company Limited.
15. **You or Your** means the Master Policyholder named in the Policy schedule.

Terms not defined hereinabove shall have the same meaning as specified under the Scheme

PART C

1. Policy Benefits

- a. **Maturity Benefit:** There is no maturity benefit payable under this plan.
- b. **Death Benefit:** A death benefit of Rs. 200,000 shall be payable to the nominee / beneficiary or legal heir, as the case may be, on the death of the Insured member during the policy term and subject to the following:
 - i The maximum death benefit on any individual life under this Yojana shall not exceed Rs. 200,000 [Rupees two lakhs only]
 - ii In case a member is covered with Aviva Life insurance and /or with multiple insurers through a single or multiple bank / Post office accounts and premium is received in respect of all covers, the insurance cover will be restricted to Rs. 200,000 (Rupees two lakhs) only by admitting the claim [provided the claim is found admissible] on the first application based on the date of enrolment. The premium on the subsequent enrolments shall be liable to be forfeited. In case, a death claim has already been settled by any other insurer in respect of any insured member, Aviva life shall not have any liability to admit any claim on the member and shall forfeit the premium(s) received in respect of the said deceased member.
 - iii In case of death of the insured member during the grace period, the death benefit would be payable to the nominee / beneficiary or legal heir, as the case may be, subject to deduction of due premium along with applicable taxes, provided the master policy is renewed.
 - iv In case the Master Policy is not renewed for any reason whatsoever, the individual Insured members shall not have any right whatsoever to demand renewal of the master Policy.
- c. **Surrender Benefits:** There is no Surrender Benefit payable.

2. Eligibility conditions

- a. All account holders of participants banks / post office will be entitled to join the scheme, subject to the following:
 - i. The individual should have completed at least 18 years of age
 - ii. At the time of initial enrolment the individual should not be more than 50 years of age (nearest birthday)
 - iii. At the time of renewal the individual should not be more than 55 years of age (nearest birthday)
- b. In case of multiple bank / post office accounts held by an individual in one or more banks or post offices, the person would be eligible to join the scheme through one account only of any bank or post office. Aadhaar is the primary KYC for the bank / Post office account
- c. If an individual member's insurance cover has been terminated due to non payment of premium on account of closure of designated account with the Bank / Post office or due to insufficient balance in his / her designated bank / post office account, such a member, if eligible, can rejoin the scheme by making a fresh application as per scheme rules. In case of such re-joining of scheme or reinstatement of the scheme, the exclusion period of 30 days again applies from the date of such rejoining/reinstatement of the cover.

3. Premium payment conditions

- a. Members joining the scheme after the policy commencement date/ Annual renewal date but before the next Annual Renewal date as per scheme rules will be able to do so by submitting requisite documents/declaration, if any, as specified scheme rules and on payment of applicable premiums as specified in the scheme rules.

- b. Premium amount payable and submission of requisite documents/declaration if any, would be as specified by the Government of India from time to time and would be in accordance with the scheme rules.

4. Termination of insurance cover

The insurance cover for a member will be terminated on the earliest occurrence of any of the following events

- a. On attaining age of 55 years (age nearest birthday), subject to annual renewal date upto that date (entry, however, will not be possible beyond the age of 50 years)
- b. Closure of designated account with the Bank/ post office or insufficiency of balance to keep the insurance in force
- c. In case a member is covered under PMJJBY with an insurer through more than one account and premium is received by insurer inadvertently, insurance cover will be restricted to Rs. 2 lakh and the premium paid for duplicate insurance(s) shall be liable to be forfeited
- d. If the insurance cover is ceased due to insufficient balance on due date or due to exit from the scheme, the same can be reinstated on receipt of appropriate premium as mentioned above, subject however to the cover being treated as fresh and the 30 days lien clause being applicable
- e. Participating Banks/ post office shall remit the premium to insurance companies in case of regular enrolment on or before 30th of June every year and in other cases in the same month when received
- f. On death of the insured member
- g. On non- payment of premium within the grace period of 30 days
- h. The date on which the claim on insured member is settled
 - i by another insurer in case the member was insured through more than one bank / post office or
 - ii in case the insured member is covered under more than one bank / post office where he/she was having more than one account with the same bank / post office
- i. The scheme is liable to be discontinued prior to commencement of a new future renewal date if circumstances so require.

5. Termination of Master Policy

The Policy may be terminated as at any Annual Renewal Date by either the Master Policyholder or the Company by mailing written notice of termination to the other party, not less than thirty days before the Annual Renewal Date on which such termination shall be effective. However, Termination shall be without prejudice to any claim occurring prior to the effective date of termination. However, the Master Policy shall automatically terminate if it is not renewed by the Master Policy Holder on the Annual Renewal date within the grace period. In case the Master Policy is terminated for any reason whatsoever, while the insurance cover is still in force, we will continue to service the insured members up to the immediate following Annual Renewal Date.

6. Grace Period

Grace Period is not available under this plan

PART D

1. Free Look

Free look period is not available under this plan

2. Surrender/ Member withdrawal

No surrender value is payable under this product both at the Master Policyholder level and at the individual member level

3. Change in Sum Assured & other terms and conditions

Change in Sum Assured or any of the terms and conditions is not allowed under this plan unless there is any change in the scheme rules by the Government of India or any regulatory changes as required by IRDAI. Further, any such changes will be done through an endorsement to this policy.

4. Exclusion

For new members enrolling into the scheme the insurance cover shall not available for death (other than due to accident) occurring during the first 30 days from the date of enrolment into the scheme (lien period) and in case of death (other than due to accident) during lien period, no claim would be admissible.

Individuals who exit the scheme at any point may re-join the scheme in future years. The exclusion of insurance benefits during the lien period shall also apply to such subscribers who exit the scheme during or after the first year, and re-join on or after 1st June 2021. In future years, new entrants into the eligible category or currently eligible individuals who did not join earlier or discontinued their subscription shall be liable to join while the scheme is continuing subject to the 30 days lien period described above and subject to the terms and conditions of the scheme.

PART E

1. Applicable Charges
 Being a group non-linked, non-participating , pure risk premium life insurance product there are no explicit charges under this policy.

2. Fund Options
 Not applicable to the Policy

3. Fund Name
 Not applicable to the Policy

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/Add-Ons Claims

We will pay the Death Benefit to the Claimant if the following conditions are fulfilled 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 Credit statement account with respect to the Member to whom/whose nominee or Claimant the Death Benefit is payable.
- 2.1.7 Valid identification and address proof of the Claimant.
- 2.1.8 Any other documents or information or requirement specified/requested by Us to investigate the claim and to ascertain that the death/Add-On 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.

3 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.

4 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.

5 Nomination should be in accordance with provisions of sec 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

6 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 jurisdiction of Indian Courts.

7 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.

8 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.

9 Notices & Correspondence

9.1 All notices and correspondence should be sent in writing to Our address specified in the Schedule or at any of Our branch offices.

9.2 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 Claimant 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 Claimant due to the above.

10 Taxation

10.1 You need to pay all applicable taxes, cess or levies (including GST, if applicable) over and above the Premium, fees and charges payable by You.

10.2 GST is not applicable under this scheme as per the current tax norms; however tax rules are subject to change by Government of India.

11 Territorial Limits & Currency

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

PART – G

Grievance Mechanism and List of Ombudsman

1. 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 / 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.

1.1.2 For updated contact details, We request You to regularly check Our website

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:

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 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;
 - 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, 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;
 - 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. We request you to regularly check IRDAI's website www.irdai.gov.in for updated contact details of the 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	<p>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</p>	<p>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.</p>
16.	PATNA	<p>2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>States of Bihar and Jharkhand.</p>
17.	PUNE	<p>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</p>	<p>State of Maharashtra, Areas of Navi Mumbai and Thane but (excluding Mumbai Metropolitan Region).</p>

Annexure 1

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

No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three 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, however, it may be called in question at anytime within three years, on the ground of fraud or on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued. The insurer shall have to communicate in writing to the insured or legal representatives or nominees or assignees of the insured, as applicable, the grounds and materials on which such decision is based.

No insurer shall repudiate a life insurance policy on the ground of fraud if the insured/beneficiary can prove that the misstatement or suppression of material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such misstatement or suppression are within the knowledge of the insurer. In case of fraud, the onus of disproving lies upon the policyholder, if alive, or beneficiaries.

In case of repudiation of the policy on the ground of misstatement or suppression of a material fact and not on the grounds of fraud, the premiums collected on the 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. Nothing in this section shall prevent the insurer from calling 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. This section shall not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

For complete details of the section, please refer Section 45 of the Insurance Act, 1938 as amended from time to time.

[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.]

Annexure 2

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is done 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:

- 1 The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2 Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 3 Nomination can be made at any time before the maturity of the policy.
- 4 Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 5 Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.

- 6 A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 7 Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 8 On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 9 A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policyholder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.
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 them unless it is proved that policyholder could not have conferred such beneficial title on the nominee(s) having regard to the nature of his title. If such nominee(s) die after the person whose life is insured 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).
14. The provisions of point 13 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.
15. 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.
16. The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874 (3 of 1874), applies or has at anytime applied: Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015 (5 of 2015), in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

[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.]