

PART A

Welcome to Max Life Insurance

Date DD-MM-YYYY
To <Name of the Policyholder>
<Address 1>
<Address 2>
<City> - <Pin Code>
<State>
Policy no.: <Policy number>
Telephone: <Telephone number>
Email id: <Email address>

Welcome Dear <Name of the Policyholder>,
Thank you for opting for **Max Life Pradhan Mantri Jeevan Jyoti Bima Yojana** (Non Linked and Non Participating One Year Renewable Group Term Insurance Plan). We request you to go through the enclosed policy contract.

What to do in case of errors On examination of the Policy, if you notice any mistake or error, proceed as follows:
1. Contact our customer helpdesk or your agent immediately at the details mentioned below.
2. Return the Policy to us for rectifying the same.

Long term protection We are committed to giving you honest advice and offering you long-term savings, protection and retirement solutions backed by the highest standards of customer service. We will be delighted to offer you any assistance or clarification you may require about your policy or claim related services at the address mentioned below. We look forward to being your partner for life.

Yours Sincerely,
Max Life Insurance Co. Ltd.

Indeevar Krishna
Executive Vice President & Head (Customer Service and Operations)

Max Life Insurance Company Limited
Plot No. 90A, Sector 18, Gurugram, 122015, Haryana, India
Phone: 4219090 Fax: 4159397 (From Delhi and other cities: 0124) Customer Helpline: 1860 120 5577
Regd Office: 419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr, Punjab -144 533
Visit Us at: www.maxlifeinsurance.com E-mail: service.helpdesk@maxlifeinsurance.com
IRDAI Registration No: 104
Corporate Identity Number: U74899PB2000PLC045626



POLICY PREAMBLE

MAX LIFE INSURANCE COMPANY LIMITED

Regd. Office: 419, Bhai Mohan Singh Nagar, Railmajra, Tehsil Balachaur, District Nawanshahr, Punjab -144 533

Max Life Pradhan Mantri Jeevan Jyoti Bima Yojana
A Non Linked and Non Participating One Year Renewable Group Term Insurance Plan
UIN-[104G089V01]

Max Life Insurance Company Limited has entered into this contract of life insurance on the basis of the information given in the Proposal Form, statements, reports, documents and declarations received from or on behalf of the proposer together with Premium deposit for effecting life insurance on the Members.

We agree to pay the benefits under this Policy on the happening of the insured event, while the insurance cover is in force, subject to the terms and conditions stated herein.

Max Life Insurance Company Limited

Place of Issuance: Gurugram Haryana

POLICY SCHEDULE

I. DETAILS OF POLICY

Policy: Max Life Pradhan Mantri Jeevan Jyoti Bima Yojana

Type of policy: Non Linked and Non Participating One Year Renewable Group Term Insurance Plan

UIN: 104G089V01

Office Address:

Policy No.:

Proposal No.:

Client ID:

Details of Insured as at the Effective Date of Coverage: As per Register of Members provided by Master Policyholder

Date of proposal:

Date of Commencement of Risk:

Effective Date of Coverage:

Annual Date of Renewal:

Maturity Date: NA

Date on which Survival Benefit is payable: N/A

Policy Term:

Annual Date of Renewal:

Premium Payment Mode: Annual

Master Policyholder:

Identification Source & I.D. No.:

PAN:

Address (for all communication purposes):

Telephone Number:

Email:

II. Details of Members

Number of Members	Sum Assured (INR)	Premium (INR) A	Applicable taxes, cesses and levies (INR) B	Total Premium along with taxes payable (INR) C=A+B	Renewal Premium Due Date when Premium is payable
Name of Agent/ Intermediary / Micro Insurance agent/Bank Correspondent's name:				Intermediary/ Agent / Micro Insurance agent/Bank Correspondent's code: Intermediary/ Agent / Micro Insurance Agent/Bank Correspondent's License No.: Mobile/ Landline Telephone Number:	

PART B

DEFINITIONS

The words and phrases listed below shall have the meanings attributed to them wherever they appear in the Policy unless the context otherwise requires.

1. **“Age”** means age of the Member as at nearest birthday on the Date of Commencement of Risk for existing Members and age as on Entry Date for new Members subject to completion of minimum of 18 years;
2. **“Annual Date of Renewal”** means the date on which the Policy is due for renewal as specified in the Schedule;
3. **“Annual Premium”** means an amount payable annually in respect of the Members to secure the benefits under the Policy;
4. **“Certificate of Insurance”** means a certificate issued by Us, on the basis of the details mentioned in the Member’s enrollment form, to each Member evidencing the acceptance of risk on the life of the Member under the Policy;
5. **“Claimant”** means nominee(s) or their heirs, legal representatives or holders of succession certificates (if valid nomination is effected) in case Nominee(s) is/are not alive at the time of claim;
6. **“Date of Commencement of Risk”** means the date specified in the Schedule when the Policy commences;
7. **“Effective Date of Coverage”** means the date on which the insurance coverage under the Policy in respect of the Members commences which will be later of the date of realization of the Premium by Us or the date of underwriting decision by Us;
8. **“Eligible Member”** means the member who has met the eligibility requirements as specified in this Policy to participate in insurance under this Policy;
9. **“Entry Date”** means
 - a. in relation to the existing Members admitted to this Policy, the Effective Date of Coverage as specified in the Schedule; and
 - b. in relation to new Members admitted under this Policy after the Effective Date of Coverage, the date on which they become eligible, provided:
 - (i) the said date is informed to Us in writing by You within 30 (Thirty) days;
 - (ii) We have received the Premium; and
 - (iii) We have agreed to add the new Member based on Our underwriting decision.
10. **“Expiry Date”** means the date specified in the Certificate of Insurance on which the insurance cover effected under this Policy on the life of a Member expires;
11. **“Force Majeure Event”** means an event by which performance of any of Our obligations is prevented or hindered as a consequence of any act of God, State, strike, lock-out, legislation or restriction by any Government or other authority or any circumstances beyond Our control;
12. **“IRDAI”** means the Insurance Regulatory and Development Authority of India;
13. **“Member”** means an Eligible Member on whose life the insurance cover has been effected in accordance with the provisions of this Policy and to whom a Certificate of Insurance has been issued;
14. **“Nominee”** means a person nominated by the Member in accordance with Part F to receive the benefits under the Policy and whose name will be registered and recorded by You;
15. **“Period of Coverage”** means the period from the respective Entry Date, during which the insurance cover on the life of a Member continues under this Policy, as specified in the Schedule and/ or the Certificate of Insurance, as the case may be;
16. **“Policy”** means the contract of insurance entered into between You and Us as evidenced by this document, the Proposal Form, the Member enrolment forms (if applicable), the Schedule, Certificates of Insurance and any additional information/document(s) provided to Us in respect of the Proposal Form, along with any written instructions from You subject to Our acceptance of the same and any duly signed endorsement issued by Us;
17. **“Policy Anniversary”** means the anniversary of the Date of Commencement of Risk;
18. **“Policy Term”** means the term of this Policy as specified in the Schedule;
19. **“Policy Year”** means 12 (Twelve) months period commencing from the Date of Commencement of Risk;
20. **“Premium”** means Annual Premium and/or the prorated Premium, if any, excluding applicable taxes, cesses and levies, if any, specified in the Schedule, payable by You/Member by the due dates to secure the benefits under the Policy
 The premium payable for new Member in case of enrolment during the following months will be as below:
 - a) June to August – Annual Premium of Rs. 330.
 - b) September to November – Premium for three quarters at Rs. 86 per quarter i.e. Rs. 258.

- c) December to February – Premium for two quarters at Rs. 86 per quarter i.e. Rs. 172
- d) March to May – Premium for one quarter at Rs. 86.
- 21. “**Proposal Form**” means the form filled in and completed by You for the purpose of obtaining insurance coverage under this Policy;
- 22. “**Schedule**” means the policy schedule and any endorsement attached to and forming part of the Policy and if an updated Schedule is issued, then the Schedule which is latest in time;
- 23. “**Sum Assured**” means the amount as specified in the Certificate of Insurance which is payable on the death of a Member during the Period of Coverage;
- 24. “**We**”, “**Us**”, or “**Our**” means Max Life Insurance Company Limited; and
- 25. “**You**”, “**Your**” and “**Master Policyholder**” means the bank named in the Schedule who has taken this Policy from Us.

PART C

POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT

1. ELIGIBILITY

- 1.1. The Policy has been written on a group basis.
- 1.2. The minimum number of Members shall be 50 (Fifty) within a year of the Date of Commencement of Risk
- 1.3. A person shall be considered to be an Eligible Member if that person satisfies the conditions specified below:
 - 1.3.1 The person's Age is at least 18 (Eighteen) years and is not more than 50 (Fifty) years on the Entry Date; and
 - 1.3.2 The person is a saving bank account holder with You on the Entry Date and provided he/she has given his/her consent.
- 1.4. The maximum Age of the Member on the Annual Date of Renewal cannot exceed 55 (Fifty Five) years.
- 1.5. The Master Policyholder should be a bank constituted under Banking Companies (Acquisition And Transfer Of Undertakings) Act, 1970.

2. COVERAGE UNDER THE POLICY & DUTIES OF THE MASTER POLICYHOLDER

- 2.1. We will cover an Eligible Member as a Member from the Entry Date provided that:
 - 2.1.1. We have received a completed enrollment form and the accompanying documentation in respect of that Eligible Member;
 - 2.1.2 We have received due Premium in respect of that Eligible Member before the Entry Date.
- 2.2. You shall always keep a record of all information of each Member including the Member's name, gender, date of birth, Age, address, details of the Premium paid by the Member, Entry Date, Expiry Date, date of exit of Member, Certificate of Insurance number and other information required to carry out the terms of this Policy.
- 2.3. All documents furnished to You by any Member and other records with respect to the Policy, shall be furnished to Us and shall be open for Our inspection at all reasonable times. If We do not receive the complete documentation and/ or information for that Member within 30 (Thirty) days of it having been requested by Us, then, the insurance coverage for the particular Member shall discontinue from the date of Our request for such information and/ or documentation.

3. BENEFITS

3.1. Death Benefit

Upon death of the Member during the Period of Coverage, We will pay the Sum Assured to the Claimant.

3.2. Maturity Benefit & Survival Benefit

No maturity benefits or survival benefits are payable under the Policy.

4. EXCLUSION

No benefit under the Policy shall be payable if the Member dies within 45 days from the Entry Date, provided such Entry Date is on or after 1st June 2016. The exclusion will not be applicable to claims arising due to accidental deaths and wherever the Entry Date is prior to 1st June 2016.

5. PREMIUMS

- 5.1 You will deduct Premiums from the Member's saving bank account maintained with You on the due dates specified in the Schedule. Any Premium will be deemed to have been received by Us only after the same has been realized and credited to Our bank account.
- 5.2 The Premium payment receipt will be issued in the Member's name, which will be subject to realization.

6. FORFEITURE OF PREMIUM

A Member can avail benefit under this Policy under one savings bank account only. Maximum Sum Assured available under the Policy for a Member is Rs.2,00,000/- (Two Lakhs). A Member is expected to pay Premium through one saving bank account only. In case a Member is inadvertently covered under multiple saving bank accounts, benefit will be restricted to Rs.2,00,000/- (Two Lakhs) under one saving bank account and the Premium received from other accounts shall be liable to be forfeited by Us.

7. GRACE PERIOD

No grace period is allowed under the Policy.

PART D

POLICY SERVICING CONDITIONS

1. SURRENDER

On surrender of the Policy, no amount will be payable to You/ Member. However, insurance cover in respect of the existing Members will continue until the expiry of the Period of Coverage.

2. REVIVAL OF INSURANCE COVERAGE

- 2.1. If the insurance cover in respect of a Member is ceased due to any technical reason such as insufficient balance in the saving bank account or any administrative issue on the Annual Date of Renewal, the same can be reinstated with Our prior written consent after the receipt of full Premium. Revival is not applicable if insurance cover is ceased due to any other reasons.
- 2.2. Member whose cover discontinues under the Policy for a reason other than death, may again get covered under the Policy in future years by payment of Premium, provided his Age is less than 50 years at the time of rejoining. However, for such Member, insurance benefit shall not be available for death (due to any cause other than accident) occurring during the first 45 days from the revised Effective Date of Coverage.

3. LOANS

You or the Member are not entitled to any loans under this Policy.

4. PAYMENT OF BENEFITS

- 4.1. The benefits under the Policy will be payable to the Claimant only on submission of satisfactory proof of the Member's death to Us.
- 4.2. Once the benefits under this Policy are paid to the Claimant, the same will constitute a valid discharge of Our liability under this Policy.

5. TERM, RENEWAL AND TERMINATION OF POLICY

- 5.1. The Policy shall continue to be in force for a period of 1 (One) year from the Date of Commencement of Risk or any subsequent Annual Date of Renewal provided that the Policy continues to be renewed with Us. The Policy shall become renewable on each Annual Date of Renewal provided that We receive updated details in respect of all Members for whom the Policy is proposed to be renewed. We will specify the renewal premium which may be different from the Premium in the previous Policy Years and which must be received by Us before the Annual Date of Renewal for the Policy to be renewed. Pro-rata Premium payment will not be allowed in case of renewal.
- 5.2. If We do not receive the Premium payable on the Annual Date of Renewal in full, You/Member shall be deemed to have discontinued payment of Premiums and Member cover shall discontinue. You/Member shall not subsequently be entitled to resume payment of Premiums except with Our prior written consent.
- 5.3. This Policy will terminate on the occurrence of the earliest of the following events:
 - 5.3.1 the date of surrender of the Policy;
 - 5.3.2 if the number of Members is less than 50 (Fifty) at the Annual Date of Renewal; or
 - 5.3.3 on the expiry of Policy Term or Annual Date of Renewal if Policy is not renewed.
- 5.4. This Policy may be terminated by either You or by Us, by giving 1 (One) months prior written notice. Upon termination of this Policy, no new enrollment forms for the Eligible Members will be accepted by Us. However, the cover in respect of existing Members will continue until the expiry of the Period Of Coverage.

6. TERMINATION OF MEMBER'S COVER UNDER THE POLICY

- 6.1. A Member's insurance coverage under the Policy shall terminate upon the occurrence of the earliest of the following:
 - 6.1.1 on the Expiry Date;
 - 6.1.2 on the death of the Member;
 - 6.1.3 on the date of receipt of a valid request for surrender of the insurance cover from the Member by Us.
 - 6.1.4 on Annual Date of Renewal, if the Member's Age is 55 years or more;
 - 6.1.5 closure of the saving bank account by the Member or insufficient balance in Member's saving bank account to pay Premium; or



PART E

POLICY CHARGES

APPLICABLE FEES/ CHARGES UNDER THE POLICY

This Policy is a non-linked and non-participating one-year renewable group term insurance plan, so Part E is not applicable to this Policy.

PART F

GENERAL TERMS & CONDITIONS

1. TAXES

- 1.1. All Premiums are subject to applicable taxes, cesses and levies which will be entirely borne and paid by the Members, along with the payment of Premium. If any imposition (tax or otherwise) is levied by any statutory or administrative body under this Policy, We reserve the right to claim the same from the Members. Alternatively, We have the right to deduct the amount from the benefits payable by Us under this Policy.
- 1.2. Tax benefits and liabilities under the Policy are subject to prevailing tax laws. Tax laws and the benefits arising thereunder are subject to change. You are advised to seek an opinion of Your tax advisor in relation to applicable tax benefits and liabilities.

2. CLAIM PROCEDURE

- 2.1. For processing a claim request under this Policy, We will require all of the following documents:
 - 2.1.1 Claimant's statement in the prescribed form;
 - 2.1.2 original Certificate of Insurance;
 - 2.1.3 attending physician's statement and hospital treatment certificate;
 - 2.1.4 a copy of police complaint/ first information report, if applicable;
 - 2.1.5 a copy of duly certified post mortem report, if applicable;
 - 2.1.6 original death certificate issued by the local/municipal authority;
 - 2.1.7 identity proof of the Claimant that includes photograph and signature; and
 - 2.1.8 any other documents or information required by Us for assessing and approving the claim request.
- 2.2. A Claimant can download the claim request documents from Our website www.maxlifeinsurance.com or can obtain the same from any of Our branches and offices.
- 2.3. We reserve the right to scrutinize the documents submitted by the Claimant and/or investigate the cause of death of the Member and deny the claim partially or completely on the basis of Our scrutiny of the documents or investigation, as the case may be. We will pay the benefits under this Policy subject to Our satisfaction:
 - 2.3.1 that the benefits have become payable as per the terms and conditions of this Policy; and
 - 2.3.2 of the bonafides and credentials of the Claimant.
- 2.4. Subject to Our discretion and satisfaction, in exceptional circumstances such as on happening of a Force Majeure Event, We may decide to waive all or any of the requirements mentioned in this Policy.

3. FRAUD, MISREPRESENTATION AND FORFEITURE

Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. *[A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (1) for reference]*

4. TRAVEL AND OCCUPATION

There are no restrictions on travel or occupation under this Policy.

5. NOMINATION

Nomination is allowed as per Section 39 of the Insurance Act, 1938 as amended from time to time. *[A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (2) for reference]*

6. POLICY CURRENCY

This Policy is denominated in Indian Rupees. Any benefit/claim payments under the Policy will be made in Indian Rupees by Us or in any other currency in accordance with the applicable guidelines issued by the Reserve Bank of India from time to time.

7. ELECTRONIC TRANSACTIONS

You will comply with all the terms and conditions with respect to all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centre, tele-service operations or by other means of telecommunication established by Us or on Our behalf, for and in respect of the Policy or services, which will constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities.

8. AMENDMENT

No amendments to the Policy will be effective, unless such amendments are expressly approved in writing by Us and by IRDAI wherever applicable.

9. REGULATORY AND JUDICIAL INTERVENTION

If any competent regulatory body or judicial body imposes any condition on the Policy for any reason, We are bound to follow the same which may include suspension of all benefits and obligations under the Policy.

10. FORCE MAJEURE

The performance of the Policy may be wholly or partially suspended during the continuance of such Force Majeure Event under an intimation to or approval of the IRDAI. We will resume Our obligations under the Policy after the Force Majeure Event ceases to exist.

11. COMMUNICATION & NOTICES

- 11.1. All notices meant for Us should be in writing and delivered to Our address as mentioned in Part G or such other address as We may notify from time to time. You should mention the correct Policy number in all communications including communications with respect to Premium remittances made by You.

11.2. All notices meant for You will be in writing and will be sent by Us to Your address as shown in the Schedule or as communicated by You and registered by Us. We may send You notices by post, courier, hand delivery, fax or e-mail/electronic mode or by any other means as determined by Us. If You change Your address, or if the address of the nominee changes, You must notify Us immediately. Failure in timely notification of change of address could result in a delay in processing of benefits payable under the Policy.

11.3. For any updates, please visit Our website www.maxlifeinsurance.com.

12. GOVERNING LAW AND JURISDICTION

The Policy will be governed by and enforced in accordance with the laws of India. The competent courts in India will have exclusive jurisdiction in all matters and causes arising out of the Policy.

PART G

GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS

1. DISPUTE REDRESSAL PROCESS UNDER THE POLICY

1.1. All consumer grievances and/or queries may be first addressed to Your agent or Our customer helpdesk as mentioned below:

Group Business Operations
Max Life Insurance Company Limited
Plot 90A, Sector 18, Gurugram, 122015, Haryana, India
Helpline No: 1860 120 5577
Email: service.helpdesk@maxlifeinsurance.com

1.2. In case Our response is not satisfactory or there is no response within 15 (Fifteen) days:

1.2.1 the complainant may file a written complaint with full details of the complaint and the complainant's contact information to the following official for resolution:

Grievance Redressal Officer,
Max Life Insurance Company Limited
Plot No. 90A, Sector 18, Gurugram, 122015, Haryana, India
Helpline No: 1860 120 5577 or (0124) 4219090
Email: manager.services@maxlifeinsurance.com;

1.2.2 the complainant may approach the Grievance Cell of the IRDAI on the following contact details:
IRDAI Grievance Call Centre (IGCC) Toll Free No:155255 or 1800 4254 732
Email ID: complaints@irdai.gov.in

1.2.3 the complainant can also register the complaint online at <http://www.igms.irdai.gov.in/>

1.2.4 the complainant can also register the complaint through fax/paper by submitting the complaint to:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500 032
Ph: (040) 20204000

1.3 In case You are not satisfied with the redressal or there is no response within a period of 1 (One) month, or rejection of complaint by Us, the complainant or his legal heirs or nominees or assignees may approach Insurance Ombudsman at the address mentioned in Annexure A or on the IRDAI website www.irdai.gov.in or on Council of Insurance Ombudsmen website at www.cioins.co.in, if the grievance pertains to:

- delay in settlement of a claim beyond the time specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act, 1999
- any partial or total repudiation of a claim by Us;
- dispute over Premium paid or payable in terms of the Policy; or
- misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
- dispute on the legal construction of the Policy in so far as such dispute relate to a claim;
- Policy servicing by Us, our agents or intermediaries;
- issuance of Policy, which is not in conformity with the proposal form submitted by You
- non issuance of any Policy after receipt of the Premium
- any other matter resulting from non-observance of or non-adherence to the provisions of any regulations made by the IRDAI with regard to protection of policyholders' interests or otherwise, or of any circulars, guidelines or instructions issued by the IRDAI or of the terms and conditions of the policy contract, in so far as they relate to issues mentioned in this para 1.3.

1.4 As per Rule 14 of the Insurance Ombudsman Rules, 2017, a complaint to the Insurance Ombudsman can be made only within a period of 1 (One) year after receipt of Our rejection of the representation or after receipt of Our decision which is not to Yoursatisfaction or if We fail to furnish reply after expiry of a period of one month from the date of receipt of the written representation of the complainant, provided the complaint is not on the same matter, for which any proceedings before any court, or consumer forum or arbitrator is pending.

Annexure A
List of Insurance Ombudsman

AHMEDABAD - Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad-380 001. Tel:- 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in. (State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.)

BENGALURU - Office of the Insurance Ombudsman, Jeevan Soudha Bldg., PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080-26652049/26652048 Email: bimalokpal.bengaluru@cioins.co.in. (State of Karnataka)

BHOPAL - Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal(M.P.)-462 003. Tel:- 0755-2769201/2769202 Fax : 0755-2769203 Email: bimalokpal.bhopal@cioins.co.in (States of Madhya Pradesh and Chattisgarh.)

BHUBANESHWAR - Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar-751 009. Tel:- 0674-2596461/2596455 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@cioins.co.in (State of Orissa.)

CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh-160017. Tel:- 0172-2706468/2706196 Fax : 0172-2708274 Email: bimalokpal.chandigarh@cioins.co.in (States of Punjab, Haryana (excluding 4 districts viz, Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union territories of Jammu & Kashmir, Ladakh and Chandigarh.)

CHENNAI - Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, Chennai-600 018.Tel:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@cioins.co.in [State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Puducherry).]

DELHI - Office of the Insurance Ombudsman, 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, 4 districts of Haryana viz, Gurugram, Faridabad, Sonapat and Bahadurgarh)

ERNAKULAM - Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, Ernakulam-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@cioins.co.in (State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Puducherry.)

GUWAHATI - Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati-781 001(ASSAM) Tel:- 0361-2632204/2602205 Email: bimalokpal.guwahati@cioins.co.in (States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.)

HYDERABAD - Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad-500 004. Tel : 040-67504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@cioins.co.in (State of Andhra Pradesh, Telangana and Yanam and part of the Union Territory of Puducherry.)

JAIPUR - Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II Bldg, Bhawani Singh Marg, Jaipur – 302005 Tel : 0141-2740363 Email: bimalokpal.jaipur@cioins.co.in (State of Rajasthan)

KOLKATA - Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4th Floor, 4, C.R. Avenue, Kolkata-700 072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email: bimalokpal.kolkata@cioins.co.in (States of West Bengal, Sikkim, and Union Territories of Andaman and Nicobar Islands.)

LUCKNOW - Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-2, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@cioins.co.in (Following 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.)

MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai 400054. Tel : 022-26106960/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@cioins.co.in (State of Goa and Mumbai Metropolitan Region excluding Navi Mumbai and Thane)

NOIDA - Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, U.P. - 201301.Tel: 0120-2514250/2514252/2514253 Email: bimalokpal.noida@cioins.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, Orayya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.)

PATNA - Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna – 800006, Tel No: 0612-2680952, Email id : bimalokpal.patna@cioins.co.in (State of Bihar, Jharkhand.)

PUNE - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan Bldg, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan peth, Pune – 411030. Tel: 020-41312555 Email: bimalokpal.pune@cioins.co.in (State of Maharashtra including Navi Mumbai and Thane and 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 from time to time 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 policywhichever is later.
2. 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.
3. 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.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance policy on the ground of fraud, if the insured / beneficiary can prove that the 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 Member, if alive, or beneficiaries.
6. 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.
7. 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.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if 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 only a simplified version prepared for general information. You are advised to refer to the Insurance Act, 1938 as amended from time to time for complete and accurate details.]

Annexure 2

Section 39 - Nomination by Member

Nomination of a life insurance policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. The Member 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 Member may appoint any person to receive the money secured by the policy in the event of his/her death during the minority of the nominee. The manner of appointment is 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 Member 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 get affected 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 Member, if the nominees die before the Member, the proceeds are payable to Member 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 Member nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the Member 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 Member 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.
16. If Member 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 Act, 1938 as amended from time to time, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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