

Edelweiss Tokio Life – Group Life Protection
(Non-Participating Term Insurance Plan)

UIN NO: 147N008V03

PART - A

FORWARDING LETTER

Date:

Name of Master Policyholder:

**Name of the PFA/ Corporate Agent/ Relationship
Manager/ Broker:**

Address:

Code/License no:

Contact details:

Contact No:

Master Policy No:

Dear Mr/ Ms,

Thank you for choosing Edelweiss Tokio Life as your preferred life insurance partner.

We are enclosing herewith your Master Policy for the members of the Group.

To help us to provide you prompt and efficient service at all times, please quote your Group Policy Number in all future correspondence. This Master Policy is important and must be kept safely as it contains all important details of the plan you have opted for.

We request you to go through your Master Policy in detail and check the accuracy of information provided. A Free Look period of 15 days from the date of receipt of the Master Policy is provided to you to review the terms and conditions of the policy. You may return the Master Policy to us within 15 days from the date of receipt of the Master Policy if you disagree with any of the terms and conditions by giving us written reasons for your objection. We will refund an amount as mentioned in the Free Look Clause of the Policy Terms and Conditions.

In case you have any queries or need any assistance, please call our Service Expert at 1800 2121 212 between 8 AM to 8 PM from Monday to Saturday or write to us at corp-care@edelweisstokio.in

We look forward to a long and happy association with you and as a part of our corporate philosophy; we will constantly endeavour to provide you our best service and support at all times.

We look forward to a warm and enduring relationship with your organization.

Regards,

For Edelweiss Tokio Life Insurance Company Limited

Authorised Signatory

POLICY PREAMBLE

Edelweiss Tokio Life Insurance Company Limited has received a Proposal, Declaration, signed quotation, member data along with Statements and the first premium from You. Both You and the Company have accepted that the said Proposal, Declaration along with Statements, reports or other documents are the basis of this contract of insurance and in consideration of and subject to receipt of due premiums as stated in the Policy Schedule, we have entered into this Master Policy with You which is the legal contract between You and the Company and is subject to the Terms & Conditions as stated in this Master Policy.

SAMPLE

POLICY SCHEDULE

Group Master Policy Number	Plan Name & UIN No

Master Policy Holder									
Registered Office Address									
Policy Commencement Date									
Risk Commencement Date									
Issue Date									
Annual Renewal Date									
No. Of Insured Members (As On Policy Commencement Date)									
Total Sum Assured – (As On Policy Commencement Date)									
Mode Of Premium									
Basis of Coverage	Flat/ Graded / Multiple of CTC								
Premium (Annual)									
Rider Premium (Annual)									
Service Tax									
Total Premium (Annual)									
Modal Premium									
Modal Premium plus Service Tax									
Normal Retirement Age									
Group Type	Employer-Employee / Affinity								
Affinity	Lender-Borrower/ Other Affinity								
Scope Of Coverage	Voluntary/ Non-Voluntary								
Benefits Selected	Option I Death Benefit Option II Death Benefit with Terminal Illness Benefit	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td align="center">Y</td> <td align="center">N</td> </tr> <tr> <td align="center">Y</td> <td align="center">N</td> </tr> </table>	Y	N	Y	N			
Y	N								
Y	N								
Options Selected	<i>Conversion</i> <i>Spouse Cover</i>	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td> </td> <td> </td> </tr> <tr> <td align="center">Y</td> <td align="center">N</td> </tr> <tr> <td align="center">Y</td> <td align="center">N</td> </tr> </table>			Y	N	Y	N	
Y	N								
Y	N								
Riders Attached									
Free Cover Limit details									

Consolidated Stamp Duty paid: Rs.<< POL-STMP-DUTY-AMT>>/- paid by Pay Order, vide Mudrank receipt no: _____ dated _____

For and on behalf of “Edelweiss Tokio Life Insurance Company Limited”

Authorised Signatory

We request you to go through the Master Policy in detail and check for the accuracy of information provided in the Master Policy and return the Master Policy to Us for correcting the discrepancies, if any.

SAMPLE

PART – B

DEFINITIONS

Defined Term	Meaning
Age:	means age of the Member as at last birthday.
Active-at-Work Clause:	means an employee who has not availed more than 10 continuous days of leave on grounds of sickness in the last one year (including the Date of Commencement of Coverage) before the Date of Commencement of the Policy and in the case of a new employee should not be absent on grounds of sickness/ill health at the time of joining the Policy. .
Annual Renewal Date:	means the date in any calendar year, subsequent to the year in which the Master Policy comes into effect and corresponds numerically with the Policy Commencement Date in that subsequent year.
Appointee:	means the person who receives the proceeds or the Benefits under the Plan, if any, when the Nominee is less than 18 years of Age.
Benefits:	means the benefits that are available to the Insured Member under the Master Policy.
Beneficiary/ Nominee	means a person nominated by the Insured Member under this Master Policy and registered with the Company in accordance with Section 39 of The Insurance Laws (Amendment) Act, 2015, as amended from time to time, and who is authorized to receive the death benefit payable under this Policy.
Claimant:	means Nominee(s) (if valid nomination is effected), assignee(s) or their heirs, legal representatives or holders of a succession certificate in case Nominee(s) or assignee(s) is/are not alive at the time of claim.
Employer:	means any individual or entity who/which employs people under express or implied contract of hire wherein such individual or entity has the right to control the details of work performance, wages, service conditions etc.
Employee:	means a person in the employment of the Employer (i.e. the Master Policyholder) under an express or implied contract of hire under which the Employer has the right to control the details of work performance, wages, services, conditions, etc.
Effective Date:	means the date specified in the Master Policy / Endorsement /Certificate of Insurance from which the coverage of the Insured Member under the Master Policy becomes effective.
Endorsement:	means an instrument issued by the Company to You to effect any change/modifications to this Master Policy.
Free Cover Limit ('FCL'):	means the amount of Benefit/Sum Assured granted on the life of an Insured Member decided at the time of quotation/ Renewal and is based on Group size and Sum Assured. All Members crossing FCL have to be underwritten as per the Company's underwriting guidelines. FCL for Members aged above Normal Retirement Age (NRA) is NIL.
Group:	means a group of Employees/Members accepted by the Company as constituting a Group for the purpose of the Master Policy.
Grace Period:	means the number of days from the premium due date for the payment of premium without any penalty/late fee during which the Master Policy is considered to be in-force with the risk cover.
IRDAI / Authority :	means Insurance Regulatory and Development Authority of India.
Insured Member:	means a person covered under the Master Policy and who satisfies and continues to satisfy the eligibility as mentioned in the Master Policy and on whose life an assurance has been effected.
Master Policy / Policy:	means the contract of insurance between the Company and the Master Policyholder to provide life insurance cover to the Insured Members on receipt of due premiums and includes the Proposal Form, the Schedule/(s) and any other information/document(s) in respect of the Proposal Form and any endorsement issued by Us.
Master Policyholder:	means any company, firm or body corporate incorporated under any relevant law in force in India and has its registered office located in India.
Normal Retirement Age ('NRA'):	means the date on which the Employee attains the age of retirement as stipulated by the Master Policyholder.
Non-Voluntary Group:	means the Group where all eligible members are compulsorily part of Group Insurance Scheme.

Policy Commencement Date:	means the date as shown in the Policy Schedule from which the Policy Anniversaries, Policy Term, Policy Years and Premium Due Dates are determined.
Policy Anniversary:	means the date corresponding with the Policy Commencement Date as specified in the Schedule in every subsequent calendar year.
Policy Year:	a period of one year between any of the two consecutive Policy Anniversary.
Proposal Form:	the signed, dated application form and any accompanying declarations or statements submitted to Us.
Risk Commencement Date:	means the date on which the Insured Members' rights, benefits and risk cover begin. <ul style="list-style-type: none"> • At the time of issuance of the Master Policy, it will be the date of acceptance of proposal/risk subject to receipt of data and premium in respect of the employee/member • For new joinees entering the scheme during the term of the Master Policy, it will be the date as communicated through endorsement subject to receipt of data and premium in respect of the employee/member.
Surrender:	means complete withdrawal or termination of the Master Policy.
Surrender Value:	means an amount, if any, that becomes payable in case of surrender of the Master Policy.
Terminal Illness:	means any condition from which an Insured Member is suffering, which in the opinion of two Registered Medical Practitioners specializing in the relevant field of medicine appointed by the Company, is likely to lead to death within six months. The Insured Member must no longer be receiving treatment other than that for symptomatic relief.
Voluntary Group:	means the Group where each eligible Insured Member may decide within a given time limit whether or not to be included in the Group Insurance Scheme.
We/Our/Us/Company:	means Edelweiss Tokio Life Insurance Company Limited.
You/ Your:	means the Master Policyholder named in the Schedule.

Interpretation: In this Master Policy, where appropriate, references to the singular will include references to the plural and references to one gender will include references to the other.

PART – C

BENEFITS

The benefits available under the Master Policy are based on the Options chosen by the Master Policyholder i.e. only Death Benefit under Option I, and Death Benefit with Terminal Illness Benefit under Option II.

a) Under Option I - Death Benefit

(i) For Insured Member (other than Spouse) –

When Payable	Amount Payable
If the Insured Member dies during the term of the Master Policy and whilst the Insured Member's coverage under the Master Policy is in force, then We will pay:	Sum Assured of the Insured Member.

(ii) For Spouse –

When Payable	Amount Payable
If the Spouse dies during the term of the Master Policy and whilst the Spouse's coverage under the Master Policy is in force, then We will pay:	Sum Assured of the Spouse.

b) Under Option II – Death Benefit with Terminal Illness Benefit

(i) For Insured Member (other than Spouse) –

	When Payable	Amount Payable
(i)	If the Insured Member suffers from Terminal Illness during the term of the Master Policy and whilst the Insured Member's coverage under the Master Policy is in force, then We will pay:	Sum Assured of the Insured Member subject to maximum of Rs. 50,00,000/-
(ii)	If the Insured Member dies during the term of the Master Policy after suffering from the Terminal Illness, and whilst the Insured Member's coverage under the Master Policy is in force, then We will pay:	The balance of the Sum Assured opted by the Insured Member, if available, after payment of Terminal Illness Benefit. <i>(This will arise only in case the Sum Assured exceeds Rs. 50,00,000/-)</i>
(iii)	If the Insured Member dies during the term of the Master Policy without suffering from the Terminal Illness and whilst the Insured Member's coverage under the Master Policy is in force, then We will pay:	Sum Assured of the Insured Member.

(ii) For Spouse –
Option II is not available for Spouse.

c) **Maturity Benefit:**

No Maturity Benefit is payable under the Master Policy.

PAYMENT OF PREMIUM & DISCONTINUANCE OF PREMIUM PAYMENT

a)	Payment of Premium:
	<p>You shall pay the Premium under the Master Policy on the due dates as mentioned in the Policy Schedule.</p> <p>Premium corresponding to Insured Member leaving or joining the Group will be adjusted on pro rata basis, provided no benefit has been paid for the Insured Member leaving the Group, and if the premium is borne by the Employer.</p> <p>In the event the Insured Members have paid the premiums under the Master Policy, We will refund the pro rata premium to the Insured Members.</p>
b)	Grace Period:
	<p>If the due Premium is not received by the premium due date, then the Grace Period of 30 days for half yearly and quarterly mode and 15 days for monthly mode from the premium due date is available for payment of the premiums. If premium is not received within the Grace Period, the Master Policy will lapse.</p> <p>If the Insured Member's death occurs during the Grace Period, the claim shall become payable subject to the receipt of the Premium due for the Group and Master Policy is in force prior to the expiry of the Grace Period.</p>
c)	Renewal
	<p>The Master Policy may be renewed at the end of the Policy Term for a further term, subject to the acceptance of such renewal by Us, at terms and conditions prescribed and at such premium rates quoted by Us.</p>
d)	Revival:
	<p>If the due Premium is not received in full within the Grace Period, the Master Policy will lapse.</p> <p>The Master Policy can be revived only during the Policy Term. The Company however reserves the right to revive the Master Policy based on the Underwriting Policy and Underwriting decision at the time of revival.</p>

PART – D

1) Surrender Benefit:

	Procedure for Surrender	Amount payable*
(i)	You may surrender the Master Policy by giving Us a written request a month in advance. Upon such surrender, the Master Policy shall be terminated and We will pay:	<p>(a) In case of Non-Voluntary Cover: Surrender Value = Unexpired Risk Premium# – Max (Claims* – Expired Risk Premium#, 0)</p> <p>(b) In case of Voluntary Cover: Surrender Value = Unexpired Risk Premium#</p>
	<p>* Claims include all those claims with respect to which premium has been received by the Company and which have been incurred during the period from the policy commencement date or renewal date whichever is later till the date of surrender. Any incurred but not reported claims will not be settled after the foreclosure date i.e. all claims not reported for inclusion in surrender value calculation will not be payable by the Company.</p> <p># Premium for the purpose of the above calculations is defined as Total Premium less stamp duty less commission.</p>	

Note: If premium is contributed by the Insured Members, on surrender of such Master Policy, the individual Insured Member of the Group is entitled to continue the cover under an individual Policy for the remaining term for which premium has been paid.

2) Termination of Coverage:

The Insured Member's cover under the Master Policy and all Riders shall immediately and automatically be terminated on the occurrence of any of the earliest of the following, whether endorsement has been issued or not.
<ul style="list-style-type: none"> i) The Insured Member ceasing to be an eligible member of the Group. ii) The Insured Member reaching the retirement date or reaching the terminal date, whichever is earlier iii) The Insured Member ceasing to be in the services of the Employer for any reasons. iv) The life cover for any Insured Member being cancelled in accordance with the Master Policy. v) The payment of the Death Benefit under the Policy. vi) The payment of Terminal Illness Benefit when Sum Assured is <= Rs. 50,00,000.

3) Material change in Group Size/ Profile of Members/ Total Sum Assured:

If there is a change in:

- i) Number of Insured Members by more than 50% during a year; or
- ii) Profile or average age of the Group; or
- iii) Benefit structure; or
- iv) Any other material change in the terms having impact on the premium pricing;

- Then the entire Group may be re-priced and the new premium will apply to all Insured Members from the date of change until the end of the Term of the Master Policy.

4) Options

The following options will only be applicable under the Master Policy, if the Policy Schedule specifies that the option is in effect under the Master Policy.

a)	Conversion Option:
	If an Insured Member ceases to be a member of the Group, then the Insured Member may apply to Us to issue individual life insurance cover in place of the insurance cover under this Master Policy subject to terms and conditions of the individual Policy available at that time.

b)	Spouse Cover Option:
	<p>An Insured Member's Spouse may also be covered as an Insured under the Master Policy if We have received Premium in respect of the spouse.</p> <p>If the Insured Member dies whilst the insurance cover option for the Spouse of the said Insured Member is in force under the Master Policy, then cover for the said Spouse as an Insured under the Master Policy will continue to be in effect even after the Insured Member's death till the end of the term for which the premium has been paid.</p> <p>If the Insured Member ceases to be a member of the Group during the term of the Master Policy, the cover for the Insured Member's Spouse under the Master Policy and all applicable Riders shall immediately and automatically terminate and pro-rata premium shall be payable or allowed to be adjusted against premium required for new joinees into the Group as desired by the Master Policyholder.</p> <p>Master Policyholder/ Insured Members will have choice to discontinue the Spouse cover anytime, and Surrender Value as described in Part D Clause 1 will become payable.</p>

5) Loan under the Master Policy:

Loan is not allowed under this Master Policy.

6) Free look Period:

You may return the Master Policy to Us within 15 days* of receipt of the same if You disagree with any of the terms and conditions by giving Us written reasons for Your objection. We will refund the Premium received after deducting proportionate risk premium for the period on cover, stamp duty charges and medical expenses (if any).

SAMPLE

PART – E

Not Applicable.

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PART – F

GENERAL TERMS AND CONDITIONS

a)	Suicide Exclusion: a) In case of Employee Deposit Linked Insurance ('EDLI') and Non-Voluntary Employer-Employee Group: If the Insured Member (other than Spouse) (whether sane or not) commits suicide within one year from the Effective Date of Coverage or from the date of revival of the coverage of the Insured Member under the Master Policy, then We will pay Benefits as mentioned in Clause (b) - Death Benefits Section of Part - C. b) In case of Voluntary Employer-Employee Group or Non Employer-Employee Group: If the Insured Member (whether sane or not) commits suicide within one year from the Effective Date of coverage or from the date of revival of the coverage of the Insured Member under the Master Policy, then We will refund 80% of the premiums received (excluding extra mortality premium) provided the Master Policy is in force on the date of death. c) If the Spouse (whether sane or not) of the Insured Member commits suicide within one year from the Effective Date of coverage or from the date of Revival of the coverage of the Spouse under the Master Policy, then We will refund 80% of the premiums received (excluding extra mortality premium) provided the Master Policy is in force on the date of death.
b)	Claim Procedure: We shall be given written notice of the Insured Member's Terminal Illness or death and, shall be provided with the following documents for Us to assess the claim: (i) Our claim form which must be duly completed; (ii) The original or a attested copy of the death certificate; (iii) Certificate in regard to the Terminal Illness from two Registered Medical Practitioners appointed by the Company who are specializing in the relevant field of medicine; (iv) The original Certificate of Insurance/ Certificate from the Employer/ Master Policyholder, (v) Documents to establish right of the claimant in the absence of valid nomination; (vi) Any other information or documentation that We request. You are requested to send intimation of the claim to any of Our branch offices or to Our Registered office mentioned below. Claims Officer Edelweiss Tokio Life Insurance Company Ltd. Edelweiss House, Off. C. S. T. Road, Kalina, Mumbai – 400 098 Email Id: claims@edelweisstokio.in Phone no: 1800 2121 212 In case of Lender-Borrower Group: The Master Policyholder may submit to the Company, the specific authorizations received from its Insured Members authorizing the Company to make the payment of the claim proceeds to the extent of outstanding loan amount to the Master Policyholder and the balance to the nominee/(s)/beneficiary(ies). In the event specific authorizations are not obtained from the Insured Members, the claim proceeds will be paid by the Company to the nominee/beneficiary of the Insured Member. The Master Policyholder shall submit a Credit Account Statement in respect of the Insured Members to whom or to whose Nominee/Beneficiary the claim is payable. In case of Employer-Employee and other Affinity Group: We will make the claim payment in the name of the Insured Member or his/her Nominee even if the cheque is sent to the Master Policyholder for administrative convenience or through any other electronic mode of payment to the specific bank account of the Insured/Nominee.
c)	Nomination: The Insured Member of the Group may at any time during the Policy Term nominate a person to receive the Benefits under the Master Policy in the event of the Insured Member's death. The details of nomination would be maintained by the Master Policyholder. Nomination should be in accordance with provisions of Section 39 of The Insurance Laws (Amendment) Act, 2015, as amended from time to time. [A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in annexure – (1) for reference].

d)	Assignment:
	Assignment is not allowed under this Master Policy.
e)	Member List Register
	The Master Policyholder is responsible to maintain a register of Members covered under the Scheme/Policy. In addition, the Master Policyholder should ensure this register includes nomination details for each Insured Member. We reserve the right to inspect the register of members at any time.
f)	Discharge Receipt
	A receipt signed by the Nominee or Master Policyholder or any person authorized in writing by the Master Policyholder shall be good, valid and sufficient discharge with respect to any payments made by Us under this Master Policy.
g)	Validity/ Non Disclosure
	<p>(i) Section 41: No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables or the insurer.</p> <p>Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.</p> <p>(ii) Section 45: Fraud, Misrepresentation and Forfeiture would be dealt with in accordance with provisions of Section 45 of The Insurance Laws (Amendment) Act, 2015, as amended from time to time.</p> <p>[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in annexure – (2) for reference].</p>
h)	Currency, Governing Law & Jurisdiction
	<p>(i) The Premiums and benefits payable under the Master Policy shall be payable in India and in Indian Rupees.</p> <p>(ii) The Master Policy and any disputes or differences arising under or in relation to the Master Policy shall be construed in accordance with Indian law and by the Indian courts.</p>
i)	Taxation
	The tax benefits under this Master Policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time. We reserve the right to recover from Master Policyholder all levies including but not limited to Service Tax as applicable from time to time.
j)	Duplicate Certificate of Insurance / Master Policy
	<p><u>Duplicate Certificate of Insurance:</u></p> <p>(i) If an Insured Member loses or misplaces his/her Certificate of Insurance then he/she may request Us or You (if applicable) to issue a duplicate Certificate of Insurance by giving a written request and making payment of the fee which will be specified by Us at the time of request.</p> <p>(ii) On issue of the duplicate Certificate of Insurance, the original shall automatically cease to have any legal effect and the Insured Member agrees to indemnify and hold Us harmless from and against any and all claims, demands, costs, expenses, awards or judgments arising from or in connection with the original Certificate of Insurance or the issue of the duplicate Certificate of Insurance.</p> <p><u>Duplicate Master Policy:</u></p> <p>(i) If You lose or misplace the Master Policy You may request Us to issue You a duplicate Master Policy by giving Us a written request and making payment of the fee which will be specified at the time of request.</p> <p>(ii) On issue of the duplicate Master Policy, the original shall automatically cease to have any legal effect and You agree to indemnify and hold Us harmless from and against any and all claims, demands, costs, expenses, awards or judgments arising from or in connection with the original Master Policy or the issue of a duplicate Master Policy.</p>

l)	Notices
	<p>(i) All notices meant for Us shall be given to Us at Our address specified in the Policy Contract or at any of Our branch offices.</p> <p>(ii) All notices meant for You will be sent to Your address specified in the Schedule. If You do not notify Us of any changes to Your address, then notices or correspondence sent by Us to the last recorded address shall be valid and legally effective.</p>
m)	Audit
	<p>i. The Company will audit or cause an audit into the accuracy of the Credit Account Statements of the Insured Members in respect of which claims were settled on the completion of every financial year and also on the accuracy of Credit Account Statements of the deceased Insured Members furnished by the Master Policyholder.</p> <p>ii. Notwithstanding anything contained in the above sub-clause, the Company may request the Master Policyholder to conduct audit or to cause an audit into the accuracy of the Credit Account Statements of the Insured Members in respect of which claims were settled on the completion of every financial year and provide a certification from their internal/ statutory auditors in this regard.</p>
n)	Entire Contract
	<p>(i) The Master Policy comprises the entire contract of insurance between You and Us. We shall not be bound or be deemed to be bound by any alterations or changes, unless such changes are made by Us in writing through an endorsement.</p> <p>(ii) Notwithstanding anything contained in this Master Policy, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any regulations, circulars or guidelines issued by IRDAI.</p>

PART - G

Grievance Redressal Mechanism: Grievance Redressal Mechanism has been set up by Us for the resolution of any dispute or grievances/complaints in respect of the Master Policy within a period of 15 days from the date of receipt. You are requested to submit Your written complaint at any of the below mentioned touch points:

- Toll free customer care number 1-800-2121-212 between 8 am to 8 pm on Monday to Saturday, except public holidays.
- Email us at care@edelweisstokio.in
- Write to us at Customer Care, Edelweiss Tokio Life Insurance Company Ltd, Edelweiss House, Off CST Road, Kalina, Santacruz (E), Mumbai – 400098.

If you are not satisfied with the response provided by any of the above touch points you may write to the Grievance Redressal Officer at complaints@edelweisstokio.in or send a communication at Grievance Redressal Officer, Edelweiss Tokio Life Insurance Company Ltd, Edelweiss House, Off CST Road, Kalina, Santacruz (E), Mumbai – 400098.

To further escalate the matter you may write to the Chief Grievance Redressal Officer at cgro@edelweisstokio.in or send a communication at Chief Grievance Redressal Officer, Edelweiss Tokio Life Insurance Company Ltd, Edelweiss House, Off CST Road, Kalina, Santacruz (E), Mumbai – 400098.

If You are not satisfied with the response or do not receive a response from Us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India ('IRDAI') on the following contact details:

IRDAI Grievance Call Centre (IGCC) **TOLL FREE NO: 155255**
Email ID: complaints@irda.gov.in

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
9th floor, United India Towers, Basheer Bagh
Hyderabad – 500 029, Andhra Pradesh
Fax No: 91- 40 – 6678 9768

If the complaint/grievance has still not been resolved You may any time approach the office of the Insurance Ombudsman established by the Central Government of India as per Rule 12(1) and Rule 13 of the Redressal of Public Grievances Rules, 1998.

Powers of Insurance Ombudsman under Rule 12(1) of RPG Rules:-

The Ombudsman may receive and consider the following complaints:

- (a) Complaints under Rule 13 (as mentioned below);
- (b) Any partial or total repudiation of claims by an insurer;
- (c) Any dispute in regard to premium paid or payable in terms of the Master Policy;
- (d) Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- (e) Delay in settlement of claims;
- (f) Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 13 of RPG Rules:-

- (1) Any person who has a grievance against an insurer may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the insurer complaint against is located.
- (2) The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to complaint supported by documents, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
- (3) No complaint to the Ombudsman shall lie unless:-
 - (a) the complainants had before making a complaint to the Ombudsman made a written representation to the insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer.
 - (b) the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
 - (c) the complaint is not on the same subject matter, for which any proceedings before any court, or Consumer Forum, or arbitrator is pending or were so earlier.

The list of the Ombudsman with their addresses has been given below:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U. Shah College, Ashram Road, AHMEDABAD - 380 014 Tel. :079-27546150/139 / Fax: 079-27546142 E-mail: ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor 6, Malviya Nagar, Opp. Airtel, BHOPAL (M.P.) – 462 011 Tel.: 0755-27692001/02 & Fax:0755-2769203 E-mail: bimalokpalbhopal@gmail.com	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR - 751 009 Tel.:0674-2596461 Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman S.C.O. No.101 – 103, 2 nd floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 Tel.: 0172- 2706468 & Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018 Tel. 044-24333678/664/668 Fax: 044-24333664 E-mail: chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
KOCHI	Office of the Insurance Ombudsman 2 nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 Tel: 0484-2358759 & Fax:0484-2359336 E-mail: iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe - a part of UT of Pondicherry
GUWAHATI	Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI - 781 001 (ASSAM) Tel. : 0361-2132204/5 Fax:0361-2732937 E-mail: ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD - 500 004 Tel. 040-23325325/23312122 & Fax: 040-23376599 E-mail: insombudhyd@gmail.in	Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondicherry
KOLKATA	Office of the Insurance Ombudsman 4 th Floor, Hindustan Building Annexe 4, C R Avenue, KOLKATA - 700 072 Tel.:033-22124346/(40) & Fax: 033-2124341 E-mail : insombudsmankolkata@gmail.com	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2,	Uttar Pradesh and Uttaranchal

	6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW - 226 001 Tel.:0522-2231331 Fax: 0522-2231310 E-mail: insombudsman@rediffmail.com	
MUMBAI	Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI - 400 054 Tel: 022-26106928 Fax: 022-26106052 E-mail: ombudsmanmumbai@gmail.com	Maharashtra , Goa
NEW DELHI	Office of the Insurance Ombudsman 2/2A, Universal Insurance Bldg., Asaf Ali Road NEW DELHI - 110 002 Tel. 011-23239611/7539/7532 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajasthan

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.

02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.

03. Nomination can be made at any time before the maturity of the policy.

04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.

05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.

06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.

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

08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.

09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.

10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.

11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.

12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).

13. Where the policyholder whose life is insured nominates his

a. parents or

b. spouse or

c. children or

d. spouse and children

e. or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 ('MWP Act') applies or has at any time applied except where, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to the Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]

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 Laws (Amendment) Act, 2015 are as follows:

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

- a. the date of issuance of policy; or
- b. the date of commencement of risk; or
- c. the date of revival of policy; or
- d. the date of rider to the policy

- whichever is later.

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 policy,

- whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]