

## **IDBI Federal Termsurance™ Group Life Insurance Plan - (UIN: 135N027V01)**

### **TERMS AND CONDITIONS**

#### **1. Definitions**

**“Accident”** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**“Accidental death”** means the death of the insured member from any bodily injury resulting solely and directly from an accident and where such injury solely and directly and independently of all other causes results in the death of the insured member within 180 days of its occurrence.

**“Accidental death sum insured”** means the sum insured for accidental death benefit shown in the member schedule.

**“Cover”** means the insurance cover provided to the insured members under the master policy.

**“Cover commencement date,”** means the commencement date of cover for that insured member as shown in the member schedule.

**“Insured member”** means a person named in a member schedule whom we have accepted for insurance under the master policy and who remains eligible for cover as a member of the group and in respect of whom all due premiums have been paid.

**“Master policy”** means the proposal form, these terms and conditions and the general terms and conditions as issued to the master policyholder.

**“Master policyholder”** means the person or entity named as master policyholder in the schedule.

**“Member schedule”** means any and all of the schedules attached or supplemental to this master policy showing details of each member, particularly name, cover commencement date, sum insured, date of birth and nominee.

**“Nominee”** means the person or persons last nominated by the insured member and registered with us and with the master policyholder to receive benefits under this policy which may become payable in the event of the insured member’s death.

**“Policy commencement date”** means the commencement date of this master policy as shown in the schedule.

**“Schedule”** means the schedule to this master policy, together with any amendments to the schedule which we may issue from time to time.

**“Sum insured”** means the sum insured for death benefit shown in the member schedule.

*Insert if terminal illness benefit option has been chosen*

**“Terminal illness”** is any condition from which an insured member is suffering, which in the opinion of two practicing medical consultants approved by us specialising in the relevant field of medicine, is highly likely to

lead to death within six months. The insured member must no longer be receiving treatment other than that of symptomatic relief.

**“Terminal illness sum insured”** means the sum insured for terminal illness benefit shown in the member schedule.

**“We/Our/Us”** means IDBI Federal Life Insurance Company Limited.

**“You/Your”** means the master policyholder named in the schedule.

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## **2. Eligibility**

An insured member will be covered under this plan during the period for which he or she meets all the requirements for membership eligibility for cover as described in the schedule.

## **3. Premiums**

### **3.1. Premium**

The premium rates for death, terminal illness and accidental death benefits are shown in the schedule and the premium for a member is equal to the applicable premium rate multiplied by the sum insured divided by 1,000.

We will calculate the total premium due under this master policy on the policy commencement date and on each premium renewal date as the sum of the premiums for all insured members of the group as on the date of calculation. On payment of this total premium when due, whether it is due annually, half yearly, quarterly or monthly, we will hold all insured members covered for their full benefits irrespective of fluctuations in the membership over the year.

At each anniversary of the policy commencement date we will calculate an adjustment premium to allow for the actual changes in membership and sums insured which may have occurred during the policy year. The adjustment premium may be a debit amount, in which case it is payable by the master policyholder immediately on receipt of our premium notice, or a credit amount, in which case we will offset it against future premiums becoming due, or in case the policy has terminated, we will refund the adjustment amount to the master policyholder.

In case of new members becoming eligible for the plan, the premium for these new members will be calculated by the master policy holder on pro-rata basis for the balance term till policy annual renewal date; however the member will be covered for full benefit for the current policy year.

We reserve the right to calculate the adjustment premium at any time if the number of insured members in the group increases by more than 10% of the number of insured members at the previous policy anniversary.

Premiums are payable continuously from the cover commencement date for new members and as renewal premiums fall due in respect of existing insured members.

The master policyholder is responsible for collecting and paying all premiums to us by the premium renewal dates and we will not accept premiums directly from insured members.

## **4. Adjustments to premium rates**

### **4.1. Group premium rate**

If we have provided a group premium rate or age grouped premium rates for this policy, this takes into account the expected composition of the insured members as regards the distribution of their ages, gender, sums insured and occupation profiles. We will adjust the group premium rate or the age grouped premium rates for this policy from any policy anniversary to reflect changes in the composition of the insured members compared to that which was expected.

## 5. Benefits

### 5.1. Death benefit

We will pay the sum insured shown in the member schedule on the death of an insured member provided that member has remained eligible for cover as a member of the group and provided all due premiums have been paid.

#### **Suicide exclusion**

*Not applicable.*

*Insert if accidental death benefit option is chosen*

### 5.2. Accidental death benefit

We will pay the accidental death benefit sum insured shown in the member schedule, in addition to basic death benefit, in the event of accidental death of an insured member provided that member remains an insured member of the group and provided all due premiums have been paid. Accidental death benefit sum insured will be less than or equal to sum insured, subject to a maximum of Rs 50,00,000, as opted by the master policyholder at the outset.

#### **Exclusions for accidental death benefit**

Accidental Death benefit shall not be paid on death of the insured member occurring directly or indirectly as a result of any of the following

1. Intentional self – inflicted injury, suicide or attempted suicide, while sane or insane.
2. The insured member being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescriptions of a registered medical practitioner.
3. Failure to seek or follow medical advice.
4. Participation by the insured member in any flying activity, except as a bona fide, fare paying passenger of a recognised airline on regular routes and on a scheduled time table.
5. Participation by the insured member in a criminal or unlawful act with criminal intent.
6. Any injury incurred before the effective date of the cover.
7. War (whether declared or not), terrorism, invasion, war like activities, civil war, martial law, rebellion, revolution, insurrection, military or usurped power.
8. The life insured participating in a riot, a strike, civil commotion or any criminal or unlawful act.
9. Nuclear contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such exposure.

### 5.3. Terminal Illness benefit:

The terminal illness benefit option has to be selected at the outset by the master policy holder. The master policy holder can select the amount of terminal illness benefit, which can be less than or equal to the member's sum insured. This benefit is subject to a maximum of Rs 50,00,000 for each member. The terminal illness benefit is paid on diagnosis of terminal illness where the insured person is expected to live for not more than six months. The diagnosis has to be done by two specialized medical practitioners approved by the company.

The terminal illness benefit is not an additional benefit but an accelerated death benefit .i.e. We will pay the terminal illness benefit and reduce the sum insured by the amount of the terminal illness benefit paid. After we pay the terminal illness benefit, policy will continue as before with the reduced sum insured till the end of the cover term, no further premiums are required to be paid. If the member survives the cover term, no further benefit is payable.

#### **Exclusions for Terminal Illness benefit**

Terminal Illness (TI) benefit: The TI benefit shall not be paid in the event of any claim occurring directly or indirectly as a result of any of the following:

1. Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).
2. Service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order.
3. Self-destruction or any attempted self-destruction or self-inflicted injury while sane or insane.
4. Participation in any fight or affray.
5. Racing of any kind other than on foot.
6. Participation in scuba diving.
7. Accident occurring while or because the Insured is under the influence of alcohol or any non prescribed drug.
8. Food poisoning or bacterial infection (except pyogenic infection which shall occur with and through an accidental cut or wound).
9. Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
10. Physical handicap or mental infirmity existing at the time of insurance application or reinstatement of the Supplementary Contract.
11. Any kind of congenital anomalies.
12. Complications of surgical procedures or Accidents occurring during surgical or therapeutic procedures.
13. Hunting, mountaineering or climbing requiring the use of ropes or guides.
14. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste.
15. Radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or any part of the equipment.
16. Any underwater or subterranean operation or activity.

These exclusions relate only to payments under the TI benefit. Should the insured member subsequently die while cover is in-force, then the death benefit will be paid out as normal.

#### **5.4. Maturity benefit**

There is no maturity benefit payable under the master policy.

#### **6. Exit of the insured member from the scheme**

At the outset of the scheme, in case of exit of a member from the scheme, you can choose any of the following options:

- a) Refund of premium for the unexpired period of risk.
- b) Continue the cover in respect to that member for the unexpired period.

#### **7. Acceptance of risk**

##### **7.1. Confirmation of acceptance of risk**

We are not at risk for cover for any eligible member until we have confirmed that we have accepted the risk.

We will not accept risk for cover for any eligible member until the master policyholder has

- provided us with insured member data in the form of the member schedule,
- provided us with any evidence of good health that we may require, and

- paid the full premium for that insured member and it is credited to our account.

Details of insured members who we have accepted at the policy commencement date are shown in the member schedule attached to this master policy. Members who we accept after the policy commencement date will be detailed in future member schedules that we will confirm and issue to the master policyholder, and which will then form part of this policy.

For non employer-employee groups

We will issue a certificate of insurance to each insured member at the time we accept the member for cover.

## **7.2. Automatic acceptance**

The schedule shows whether automatic acceptance applies and up to what limits.

If automatic acceptance applies, then we will accept risk for cover for eligible members without any evidence of health up to the limit specified.

If automatic acceptance does not apply, then we will require personal statements or other evidence of health of each new member, and based on such evidence of health we may accept or decline risk for cover for that member.

## **8. Claims**

### **8.1. Claims requirements**

We have requirements to establish the validity of any claim under this policy before we can make any benefit payment. We will ask for:

- a) proof of death in the case of a death claim,
- b) a claim discharge duly signed by the party to whom the benefits are payable, and
- c) any further documentation or information we may need before we can process the claim
- d) the original certificate of insurance,
- e) FIR (First Information Report), PIR (Police Inquest Report), post mortem report or Final Inquest Report
- f) evidence of terminal illness in the case of the terminal illness benefit.

We may conduct any investigation we consider necessary before we initiate processing of the claim application.

### **8.2. Payment of benefits**

We will pay all benefits under this master policy to the nominee in case of death or to the member in case of terminal illness. We may at the written request of the master policyholder for reasons we believe are acceptable, pay the benefits instead to the master policyholder. Receipt of the benefits by master policyholder will be valid and sufficient discharge of our liability under the master policy.

## **9. Grace period**

We allow a grace period of 30 days (15 days in case of monthly mode) from the date that a premium or an adjustment premium is due. If the premium is not paid within the grace period, the cover will lapse for those particular insured members in respect of whom the premium is due. If a claim arises during the grace period we will honour the claim notwithstanding that the premium has not been paid and we will deduct the due and unpaid premium from the benefit which may be payable.

## **10. Free look period:**

You are entitled to a free look period of 15 days from the time you receive the policy. If before the end of that time you do not wish to continue the policy then you may request us in writing to cancel it. We will refund

the premiums you have paid, subject only to a deduction of a proportionate risk premium for the period on cover and the expenses incurred by IDBI Federal on medical examination and stamp duty charges.

## **11. Reinstatement**

If cover in respect of any insured member, or all insured members, has lapsed we may reinstate it subject to the following conditions:

- Application for reinstatement must be made within three months, subject to it being within the policy term of one year i.e. not later than the annual renewal date of the policy (ARD) from the date of the premium last unpaid.
- The insured member or members must furnish satisfactory evidence of health and other requirements in accordance with our underwriting guidelines applicable at that time.
- Arrears of premium together with interest, at such rate as decided by us from time to time, must be paid along with the reinstatement application.

Unless the policy is reinstated, the company will not pay any claim which may occur after the end of the grace period even if the claim occurs before the end of the three month period allowed for reinstatement.

## **12. Records to be maintained by master policyholder**

The master policyholder must maintain proper records of all the insured members entering and leaving the plan, including the date of birth, date of first becoming eligible for membership, date of commencement of membership, sum insured, residential address, name and address of the nominee and any appointee, and any other information we reasonably require as per the attached member schedule. The master policyholder must also maintain records of claim intimations received, pending and processed. We shall have the right to inspect all the records relating after giving the master policyholder reasonable notice or as and when required by government regulation.

## **13. Termination**

### **13.1. Termination of a member's cover**

We will terminate the cover for any insured member on the earliest of following dates:

- the end of the grace period if a due premium remains unpaid,
- the date an insured member ceases to be eligible for cover as a member of the group, and
- the anniversary of an insured member's cover commencement date which follows that insured member's 70<sup>th</sup> birthday.

### **12.2 Termination by master policyholder**

The master policyholder may terminate this policy at any time by giving us written notice. In this event we will not accept any new members and we will not accept renewal premiums in respect of existing insured members. We will not refund any premiums but we will hold existing insured members covered until the next premium renewal date.

### **12.3 Termination of cover by IDBI Federal**

We may stop accepting new members under this policy by giving the master policyholder three months' written notice at any time. We will hold existing insured members covered for their existing sum insured as long as they fulfil all the requirements to remain eligible for cover as a member of the group, subject to payment by the master policyholder of all renewal premiums as they fall due.

In particular, we will stop accepting new members if the number of insured members falls below 50.

We will terminate this policy if there are no remaining insured members.

**13 Surrender**

There is no surrender benefit under this policy.

**14 Loans**

No loans are available under this policy.

**15 Without participation in profits**

This policy does not participate in the surplus earnings of our policyholders' fund.

**16 General terms and conditions**

This master policy is subject to our General Terms and Conditions for conducting business with our policyholders. These are binding on you and us. We may amend the General Terms and Conditions with the approval of the IRDA where required for the sake of compliance, good governance, the security of our policyholders, and administrative efficiency, but not in such a way as to affect your entitlements to benefits under this policy. We may also be required by law to change the General Terms and Conditions. We will advise you of any changes to the General Terms and Conditions which are also available on request from any of our official branches and offices.



## General Terms and Conditions (Group non-linked products)

### 1. Assignment

Assignment is not allowed under this plan.

### 2. Nomination

As per Section 39 of the Act, the benefits under this Policy are payable to the nominee (as per the coverage specified under Benefits Payable) or to such other person(s) as directed by a Court of competent jurisdiction in India. The said benefits shall be payable in India.

It is mandatory for the Policyholder to have appropriate nomination procedures in place so as to ensure timely and complete discharge to the nominee.

The Policyholder shall ensure that nomination details for all the Members covered under the Contract are obtained, and that the requisite nominations are available/ updated in their records at any point in time. The said details shall be maintained by the Policyholder and will be updated on a regular basis in case of any revisions. The Policyholder shall provide the necessary information and documents to Insurer on demand or as and when required. Further, the nominees' details and records shall be provided by the Policyholder to the Insurer for verification and audit purpose. The Policyholder shall certify the correctness and accuracy of the nomination made by the Member.

In the event of a claim arising, the certified information of the nominee details in the Insurer's format shall be provided along with the claim intimation form, proof of address & photo identity of the nominee.

The benefits shall be limited at all times to the monies payable under this Policy.

### 3. Travel, residence and occupation

This master policy and the insurance cover are free from all restrictions as to travel, residence and occupation unless specifically restricted.

### 4. Changes in applicable law

Notwithstanding anything contained in this master policy, the provisions herein shall stand altered, amended, modified or superseded to such extent and in such manner as may be required by any change in the applicable law (including but not limited to any regulations made or directions or instructions or guidelines issued by the IRDA or any other statutory bodies) or as may be necessary under a judgement or order of a court of law.

### 5. Fraud or Misrepresentation

In case of fraud or misrepresentation by either, the master policy holder or individual member, the policy in case of master policy holder and member cover in case of individual member, the policy shall be cancelled immediately subject to the fraud or misrepresentation being established in accordance with Section 45 of the Insurance Act, 1938.

#### Section 45 of the Insurance Act, 1938 states that:

No Policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or

suppressed facts, which it was material to disclose and that it was fraudulently made by the policy-holder and that it suppressed facts, which it was material do disclose; provided that nothing in this section shall prevent the insurer from calling 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 that the age of the life insured was incorrectly stated in the proposal.”

**6. Endorsements**

The terms and conditions of this policy cannot be waived or changed except by an endorsement approved and signed by our authorised officials.

**7. Rebating**

**Prohibition of Rebate: Section 41 of the Insurance Act, 1938 states that:**

‘1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out 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 of the insurer.

2) Any person making default in complying with the provisions of this section shall be punishable with a fine which may extend to five hundred rupees.

**Currency and place of payment**

All payment to or by us will be in accordance with the prevailing Exchange Control regulations and other relevant laws and regulations of India.

Indian Rupee is the currency of this master policy. We will make or accept payments at any of our offices in India or such other locations as determined by us from time to time.

**8. Governing law and jurisdiction**

Indian law shall govern this master policy and the relationship between the master policyholder, insured member and us. The parties shall be subject to the exclusive jurisdiction of the courts in India for all matters and disputes arising from, relating to or concerning the master policy.

**9. Loss of policy document or certificate of insurance**

If the master policy document or certificate of insurance is lost then we will, on a written request by the master policyholder or insured member, and upon us being satisfied as to the fact and cause of the loss, provide a copy. If a copy is issued, the original master policy document or certificate of insurance will cease to be of any legal effect. The master policyholder and insured member agree to keep us indemnified and hold us harmless from any costs, expenses, claims, awards or judgments arising out of or howsoever connected with the original master policy document or certificate of insurance.

**10. Notices**

All notices meant for us whether under this master policy must be in writing and delivered to us at the address mentioned below, or such other address as we may notify to you from time to time. All notices meant for the master policyholder will be in writing and we will send the same to the most recent address registered with us. Change of address, must be notified to us immediately.

**11. Grievances**

- a) In case, the master policyholder or the insured member has any query or complaint or grievance, you, he or she may approach our office at the following address:

Manager-Customer & Sales Support  
IDBI Federal Life Insurance Co Ltd  
Tradeview, Oasis Complex,  
Kamala City,  
P.B. Marg, Lower Parel (West)  
Mumbai 400 013  
Contact No:  
Toll free Nos 1800 102 5005 (non MTNL subscribers) &  
1800 22 1120 (MTNL subscribers)  
Email ID: support@idbifederal.com

- b) In case, the master policyholder or the insured member is not satisfied with the decision of the above office, or have not received any response within 10 days, you/he/she may contact the following official for resolution:

VP-Operations  
IDBI Federal Life Insurance Co Ltd  
Tradeview, Oasis Complex,  
Kamala City,  
P.B. Marg, Lower Parel (West)  
Mumbai 400 013  
Contact No: 022 6735 8109  
Email ID: grievance@idbifederal.com

- c) In case, the master policyholder or the insured member is not satisfied with the decision/resolution of the Company, you, he or she may approach the Insurance Ombudsman at the address given below if your grievance pertains to:

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

**Address of the Insurance Ombudsmen:**

AHMEDABAD 2nd Flr., Shree Jayshree Ambica Chambers, Near C.U.Shah College, 5, Nayvug Colony, Ashram Road, AHMEDABAD 380 014 (O) 079- 27546840 Fax : 079-27546142 E-mail : Ins.omb@rediffmail.com	BHOPAL 1st Floor, 117, Zone-II, (Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp Airtel, Near New Market, Bhopal (M.P.) - 462023 (O) 0755- 2569201, Fax : 0755-2769203 E-mail : bimalokpalbhopal@airtelmail.in	BHUBANESWAR 62, Forest Park, BHUBANESWAR - 751 009 (O) 0674- 2596455 Fax : 0674-2596429 Email : ioobbsr@dataone.in
CHANDIGARH S.C.O. No. 101,102&103,	CHENNAI Fatima Akhtar Court,	NEW DELHI 2/2 A, 1st Floor,

<p>2nd Floor, Batra Building Sector 17-D, CHANDIGARH - 160 017 (O) 706196 EPBX : 0172-2706468 Fax : 0172-2708274 Email: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a></p>	<p>4th Flr., 453 (old 312 ) Anna Salai, Teynampet, CHENNAI -600 018 (O) 044- 24333668, 24335284 Fax : 044-24333664 E-mail : <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a></p>	<p>Universal Insurance Bldg. Asaf Ali Road, NEW DELHI – 110 002 (O) 011- 23239633 Fax : 011-23230858 E-mail : <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a></p>
<p>GUWAHATI Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge S.S. Road Guwahati 781 001 (ASSAM) (O) 0361- 2132204/5  Fax : 0361-2732937 Email: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a></p>	<p>HYDERABAD Door No. 6-2-46, 'Moin Court', Flat No. 101, 1st Floor, Lane Opp.Saleem Function A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (O) 5504122, 5504123 Fax : 040/23376599 E-mail : <a href="mailto:insombud@sancharnet.in">insombud@sancharnet.in</a></p>	<p>KOCHI 2nd Flr., CC 27/2603 Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (O) 0484- 2358759 Fax : 0484-2359336 E-mail : <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a></p>
<p>KOLKATA 4th Floor, Hindusthan Bldg, Annexe, 4, C.R. Avenue, Kolkatta- 700 072 Tel : 033- 22124346/40 Fax: 033 22124341 Email: <a href="mailto:iombsbpa@bsnl.in">iombsbpa@bsnl.in</a></p>	<p>LUCKNOW Jeevan Bhawan, Phase 2 6th Floor, Nawal Kishore Road Harzartganj Lucknow 226 001 (O) 0522 2231331 Fax : 0522-2231310 E-mail: <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a></p>	<p>MUMBAI 3rd Flr., Jeevan Seva Annexe (Above MTNL) S. V. Rd., Santa Cruz (W) MUMBAI - 400 054 (O) 022 26106928 Fax : 022-26106052 Email: <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a></p>

- d) The complaint should be made in writing duly signed by the complainant or by his or her legal heirs with full details of the complaint and the contact information of complainant.
- e) As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made
- only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
  - within a period of one year from the date of rejection by the insurer
  - if it is not simultaneously under any litigation.