

Part A

Bandhan Life Insurance Limited

Bandhan Life AD Rider
An accidental death benefit Rider
UIN: 138B006V05

Dear <<policyholder>>,

<<Address of the Policyholder>>

We thank you for including our Rider in Your financial planning. We are delighted to present Your Policy Document which represent your contract with Bandhan Life Insurance Limited. These are original and important documents.

We also enclose a copy of your proposal form, other declarations and Customer Information Sheet where Your Policy details are mentioned in a nutshell. In case You are not satisfied with any of the terms and conditions of the Rider or otherwise and have not made any claim, You may request the Company for the cancellation of the Rider within 30 days from date of receipt of Policy document, whether received electronically or otherwise.

Upon such cancellation, We will return the premium paid under the Rider (including taxes) subject to the deduction of proportionate risk premium (including taxes) for the period of cover, stamp duty paid and medical costs incurred (if any).

On cancellation of the Base Plan, the Rider will also stand cancelled.

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Warm regards

Managing Director & Chief Executive Officer

Your Relationship Manager / Intermediary Contact Details

Name	
Code	
Mobile / Landline Number	

Policy Preamble

Policy Number:

Life Assured:

Bandhan Life Insurance Limited has entered into this contract of insurance on the basis of the Proposal Form together with the Premium deposit, statements, report or other documents and declarations received from the Proposer for effecting a life insurance contract on the life of the person named in the Schedule hereto.

The Company agrees to pay the benefits under this Policy on the happening of the insured event, while this Policy is in force, subject to the Terms and Conditions stated herein.

On examination of this Policy, if You notice any mistake or error, this Policy should be returned to Us for rectifying the same.

Policy Schedule

Name of the Plan: Bandhan Life AD Rider (UIN 138B006V05)

The Policy is evidence of contract of Insurance between Bandhan Life Insurance Limited (“The Company”) and the Policyholder (“You”). The Policy is based on the proposal made by You to the Company along with necessary documents, information, statements, medical examination reports, if any, and declarations made by You or obtained by the Company on your behalf, and are governed by the Terms and Conditions and the Schedule hereunder written which forms part of the Contract of insurance.

Policy No

Date of Commencement of Rider	
Date of Commencement of Risk	
Name of the Policyholder	
Gender of the Policyholder	
Address of the Policyholder	
Name of the Life Assured	
Gender of the Life Assured	
Address of the Life Assured	
Date of Birth of Life Assured	
Whether Age Admitted	<Yes/No>

Rider Particulars

Parameter	Bandhan Life AD Rider							
Sum Assured (₹)								
Annualized Rider Premium (₹)								
Rider Premium (₹)	<table border="1"> <tr> <td>Rider Premium (Exclusive of taxes in ₹)</td> <td><XXX></td> </tr> <tr> <td>Goods and services Tax</td> <td><XX></td> </tr> <tr> <td>Rider Premium (Inclusive of Taxes in ₹)</td> <td><XXX></td> </tr> </table>	Rider Premium (Exclusive of taxes in ₹)	<XXX>	Goods and services Tax	<XX>	Rider Premium (Inclusive of Taxes in ₹)	<XXX>	
Rider Premium (Exclusive of taxes in ₹)	<XXX>							
Goods and services Tax	<XX>							
Rider Premium (Inclusive of Taxes in ₹)	<XXX>							

Rider Term (years)	
Rider Premium Payment Term (years)	
Rider Premium Payment Frequency	
Premium Due Date	
Date of last Rider Premium Payment	
Date of Maturity	

Special Conditions:

Endorsement of Stamp Duty payment:

Indication as to Digital Signature on the Document.

Part B

Definitions

The words and phrases defined below shall have the meanings assigned to them in this Policy unless the context otherwise requires. Words implying masculine include the feminine, and vice versa. Words in singular include the plural and vice versa.

Age means age of the Life Assured as on the last birthday unless specifically otherwise provided.

Accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

Accidental Death is death caused due to an Accident.

Annualized Rider Premium shall be the premium amount payable in a year excluding taxes, underwriting extra premiums and loadings for modal premiums.

Base Policy is the Base Plan to which the Rider is attached.

Claimant means the Nominee / Appointee (if Nominee is a minor)/ Assignee; and where there is no assignment or nomination in existence, the legal heir/s of the Policyholder.

Company, We, Us, Our means Bandhan Life Insurance Limited or its successors.

Date of Commencement of Rider is the start date of the Rider.

Date of Commencement of Risk is the date from which the insurance cover under the Rider commences.

Date of Maturity means the date on which the Rider Terminates and is mentioned in the Policy Schedule.

Due Date means the date on which the Rider Premium is due and payable as per the Premium Payment Frequency opted by You.

Free-look Period is the period during which the Policyholder has the option to return the Policy Document of Rider and cancel the contract.

Grace Period for other than single premium policies means the time granted by the insurer from the due date of payment of premium, without any penalty or late fee, during which time the policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the policy. The grace period for payment of the premium for all types of life insurance policies shall be fifteen days, where the policyholder pays the premium on a monthly basis and 30 days in all other cases.

In force Rider is said to be in force if all due premiums under the Rider have been paid.

Lapse means a condition wherein the due premiums have not been paid in full, as required under the Rider, thereby rendering this Rider unenforceable.

Lapsed Rider is a Rider for which the Premium remains unpaid at the expiry of the Grace Period for a Limited Pay or Regular Pay Rider.

Life Assured means the person to whom the insurance cover is granted by Us under the Base Policy.

Limited Pay Rider is any Rider where the Rider Premium Payment Term is less than the Rider Term.

Revival is the process of restoring the benefits under the Rider which are otherwise in the state of discontinuance due to non-payment of Premiums on Due Dates.

Revival Period means the time period from the date of first unpaid premium, during which You are entitled to revive the Rider, which was discontinued due to non-payment of premium. This time period will be same as the revival period of the Base Policy to which the Rider has been attached.

Rider Premium Payment Frequency is the period as specified in the Policy Schedule, between two consecutive premium due dates for the Rider.

Regular Pay Rider is a Rider where the Premiums are payable till the date of Maturity or Date of Death of Life Assured whichever is earlier.

Rider means the insurance cover(s) added to a base product for additional premium or charge.

Rider Premium is the amount payable by You to avail the Benefits under this Rider. This amount depends on the Premium Payment Frequency selected by You and includes applicable Goods & Service Tax which may change depending upon the prevailing tax rules.

Rider Premium Payment Term means the period during which the Rider Premium is payable. If the Rider is purchased at the time of purchase of the Base Policy, the Rider Premium Payment Term will be same as the Premium Payment Term under the Base Policy.

Rider Term is the period for which this Rider cover is granted as per the rules of the Company. If the Rider is purchased at the time of purchase of the Base Policy, the Rider Term will be same as the Policy Term under the Base Policy.

Single Pay Rider is a Rider where the Premium is payable once in Lump-sum on the date of Inception of Rider.

Surrender Value means an amount, if any, that becomes payable on surrender of a Rider during its term, in accordance with the terms and conditions of the Policy.

Unexpired Risk Premium Value means the amount of benefit payable to the Policyholder in accordance to Clause D.2

You, Your & Policyholder means or refers to the person specified in the Rider Schedule.

Part C

Benefits

This is an add-on benefit which is in addition to the benefits under the Base Policy and this Rider is only granted along with the Base Policy and benefits shall be subject to continuation of the Base Policy along with this Rider.

All the payments under the Rider will be made in Indian rupees and will be subject to prevailing tax laws.

C.1 Death Benefit

If the Life Assured dies due to an Accident during the Rider Term, We will pay to the Claimant an amount equal to the Sum Assured under this Rider, as mentioned in the Policy Schedule. This amount will be in addition to the death benefit under the Base Policy. The Rider benefit is available only when, both the Rider as well as the Base Policy to which it is attached, are in-force.

The death must occur within 90 days of the accident in question. The claim due to Accidental death, where death happens within 90 days of occurrence of the accident but beyond the Rider term, will be honored, provided the accident happened when the Rider was still in-force. The Rider will terminate on payment of this benefit.

C.2 Maturity Benefit

The Rider does not provide any Maturity Benefit.

C.3 Payment Of Rider Premium

The Rider Premium is payable as per the Rider Premium Payment Frequency. Any tax on Rider Premium will be levied and collected in addition to the Rider Premium as per the applicable tax laws.

To enjoy uninterrupted benefits under the Rider, You are required to make payment of the Rider Premium on or before the due date or within Grace Period.

If amount received towards payment of Rider Premium is less than the Rider Premium due and payable, the same will not be accepted. In such cases the Rider Premium due and payable on the due date will be treated as unpaid.

Advance Rider Premium will be accepted as per prevailing IRDAI guidelines.

C.4 Grace Period

The Grace Period applicable to this Rider will be same as applicable to the Base Policy. If any premium remains unpaid after the expiry of the Grace Period, the Rider will lapse and the cover will cease to exist.

If the Life Assured dies due to accident during the Grace Period, the unpaid due Premiums (if any), as on the date of occurrence will be deducted from the Benefit payout.

C.5 Change In Rider Sum Assured

The Rider Sum Assured can be proportionately reduced commensurate to the reduction in policy premiums, provided it is allowed in the Base Policy. The timing and the limit of such reductions would follow the terms and conditions of the Base Policy.

Part D

D.1 Free Look Cancellation

In case You are not satisfied with any of the terms and conditions of the Rider or otherwise and have not made any claim, You may request the Company for the cancellation of the Rider within 30 days from date of receipt of Policy document, whether received electronically or otherwise.

On cancellation of the Rider during the free-look period, Company will return the Rider premium paid (including taxes) subject to the deduction of proportionate risk premium (including taxes) for the period of cover, stamp duty paid and medical costs incurred (if any). The Rider will terminate on payment of this amount and all rights, benefits and interests under this Policy will stand extinguished.

On cancellation of the Base Policy, the Rider is also cancelled.

D.2 Premium Discontinuance

D.2.1 In case You Have Opted For Regular Pay Rider

If You stop paying Rider Premium any time during the Rider Premium Payment Term, the Rider will lapse at the end of the Grace Period and the cover will cease to exist. We will not pay any benefits for such a Rider.

D.2.2 In case You have Opted for Limited Pay Rider

If You stop paying Rider Premium any time during the Rider Premium Payment Term, the Rider will lapse at the end of the Grace Period and the cover will cease to exist.

We will pay the Unexpired Risk Premium Value (URPV) under such a lapsed Rider during the Revival Period if:

- You voluntarily Surrender the Rider; or
- The Life Assured dies; or
- The Life Assured survives to the end of the revival period.

The Unexpired Risk Premium Value is calculated as below:

$$\text{URPV} = 70\% \times \frac{\text{Total Rider Premiums Paid}}{\text{Total Premium Payable over the Rider Premium Payment Term}} \times \frac{\text{Outstanding Rider Term}}{\text{Rider Term}} \times \text{Total Rider Premium Paid}$$

(Premium shall be exclusive of Underwriting Extra Premiums and any loadings for modal Premiums and taxes).

The Rider will terminate on payment of the above benefit.

D.2.3 In case You Have Opted For Single Pay Rider

A Single Pay Rider will never lapse.

D.3 Revival Of Lapsed Rider

If Your Rider has lapsed, You may revive the Rider along with the Base Policy during the applicable Revival Period. The revival will be subject to our underwriting guidelines and payment of all outstanding premiums without any interest.

If the Rider is not revived along with the Base Policy, the Rider would be deemed surrendered and revival of such surrendered Rider will not be allowed at a later stage.

D.4 Addition Of Rider

The Rider can be attached to a Base Policy on Policy Commencement or at any time during the Premium Payment Term of the Base Policy.

In case the Rider is attached on a Policy Anniversary, level premium will be applicable based on attained age (last birthday) of the Life Assured and outstanding Policy Term and/or Premium Payment Term of the Base Policy.

If the Rider is attached at any time other than that on Policy Anniversary, the level premium will be applicable based on attained age (last birthday) of the Life Assured and outstanding Policy Term/Premium Payment Term of the Base Policy, as of last Policy Anniversary. In such cases, proportionate premium will be payable from the inception of the Rider to the next Premium Due Date of the Base Policy. From the next premium due date, the Rider Premium as per Premium Payment Frequency of the Base Policy will be payable along with the Base Plan premiums.

Addition of Rider (anytime attachment or along with the base plan) will be subject to our underwriting guidelines & outstanding Policy Term and/or Premium Payment Term satisfying the minimum eligibility conditions under the Rider.

D.5 Surrender Benefit

D.5.1 In case You Have Opted For Regular Pay Rider

We will pay zero value in case You opt to surrender the Rider any time before the Date of Maturity.

D.5.2 In case You Have Opted For Limited Pay Rider

We will pay the Unexpired Risk Premium Value (URPV) in case You opt to surrender the Rider any time before the Date of Maturity.

The Unexpired Risk Premium Value is calculated as below:

$$\text{URPV} = 70\% \times \frac{\text{Total Rider Premiums Paid}}{\text{Total Premium Payable over the Rider Premium Payment Term}} \times \frac{\text{Outstanding Rider Term}}{\text{Rider Term}} \times \text{Total Rider Premium Paid}$$

(Premium shall be exclusive of Underwriting Extra Premiums and any loadings for modal Premiums and taxes).

The Rider will terminate on payment of the above benefit.

D.5.3 In Case You Have Opted For Single Pay Rider

We will pay the Unexpired Risk Premium Value (URPV) in case You opt to surrender the Rider any time before the Date of Maturity.

The Unexpired Risk Premium Value is calculated as below:

$$\text{URPV} = 70\% \times \frac{\text{Outstanding Rider Term}}{\text{Rider Term}} \times \text{Single Premium}$$

(Premium shall be exclusive of Underwriting Extra Premiums and any loadings for modal Premiums and taxes).

The Rider will terminate on payment of the above benefit.

Part E

Not Applicable as this product is a non-linked Rider.

Part F

F.1 Assignment & Nomination

- **Assignment (as per Section 38 of Insurance Act 1938 as amended from time to time)**
As per Section 38 of The Insurance Act, 1938, as amended from time to time.
- **Nomination (as per Section 39 of Insurance Act 1938 as amended from time to time)**
As per Section 39 of The Insurance Act, 1938, as amended from time to time.

F.2 Fraud Or Misrepresentation

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time.

(A simplified version of the provisions of Section 45 is enclosed in Annexure for reference).

F.3 Misstatement Of Age Or Gender

As per the clause F.2, if the age or gender of the Life Assured has been misstated or incorrectly mentioned, then We may at Our sole discretion take the following action subject to the underwriting norms prevailing at the time of taking such action:

If at the correct age, the Life Assured was not insurable under this Rider according to Our requirements, we reserve the right to refund the Rider Premium paid and terminate the Rider.

If at the correct age, the Life Assured was insurable, then we may revise the Rider Premium and/or applicable benefits payable under the Rider from the Date of Commencement of Risk by adjusting or deducting the differential Rider Premium that would have been payable.

F.4 Suicide Exclusion

The Suicide Claim provision will only be applicable to the death benefit under the Base Plan as suicide related deaths are part of exclusions under this Rider.

F.5 Exclusions

Benefit under this Rider shall not be payable if Accidental Death is directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following:

- Suicide or self-inflicted injury, whether the life assured is medically sane or insane.
- War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- Taking part in any naval, military or air force operation during peace time.
- Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent.
- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotics, medicine, sedative, poison or psychotropic substances, unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- Inhaling any gas or fumes, accidentally or otherwise, except accidentally in the course of duty. The intent under this exclusion is to exclude accidental gas/fumes leak incidents which could lead to exposing the population to such toxic gas/fumes and lead to deaths (like Bhopal Gas Tragedy). However, if the incidence happens as part of the life assured's job then the claim is payable.

- Participation in aviation other than as a fare-paying passenger in an aircraft that is authorized by the relevant regulations to carry such passengers between established aerodromes.
- Taking part in professional sport(s) or any adventurous pursuits or hobbies. “Adventurous Pursuits or Hobbies” includes any kind of racing (other than on foot or swimming), potholing, rock climbing (except on man-made walls), hunting, mountaineering or climbing requiring the use of ropes or guides, any underwater activities involving the use of underwater breathing apparatus including deep sea diving, sky diving, cliff diving, bungee jumping, paragliding, hand gliding and parachuting.

F.6 Payment Of Accidental Death Claim

We will require the following primary documents in support of an Accidental Death claim to enable processing of the claim intimation under the Rider. All benefits will be paid to the Claimant.

1. Claimant statement form.
2. Copy of death certificate issued by municipal corporation under section 12/17.
3. KYC documents of claimant (Mandatory).
 - a. PAN or Form No. 60.
 - b. Copy of any one of the following (Identity & address proof of claimant).
 - i. Proof of possession of Aadhaar number in such form as are issued by the Unique Identification Authority of India (means 'Aadhaar Card'^).
 - ii. Passport (unexpired).
 - iii. Driving License (unexpired).
 - iv. Voter's Identity Card.
 - v. Job card issued by NREGA duly signed by an officer of the State Government.
 - c. One recent photograph of the claimant.
4. Copy of self-attested cancelled cheque bearing name of claimant/ Passbook copy of the claimant.
5. Relationship proof (wherever applicable).
6. Copy of First Information Report (FIR) (Mandatory).
7. Copy of Post Mortem Report (Mandatory).
8. Inquest report.
9. Panchnama.
10. Newspaper clipping.
11. Copy of Driving Licence of Insured (if Life Assured was driving a vehicle).
12. Final Police Investigation Report.

We are entitled to ask for additional documents (including Policy document of Rider) or information for the processing of the claim. We may also seek professional/independent assistance for speedy disposal of the claim. You and/or the Nominee/legal heir/s shall have no objection for Us to obtain any details / information to form an opinion about the claim.

The Claimant is required to intimate us on the Claim by submitting the requisite documents within 90 days of the occurrence of event. However, claims filed even beyond this period would be considered if there are valid reason for the delay.

In case of delay in payments by Us, penal interest as specified in the relevant sections/clauses of the IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024 and Master Circular issued thereunder will be paid.

F.7 Force Majeure

If due to any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances which are beyond our control, which restricts performance of our obligations of the Company, the performance of this Contract will be wholly or partially suspended during the continuance of such force majeure conditions with prior approval of the Appropriate Authority.

F.8 Electronic Transactions

You shall adhere to and comply with all such terms and conditions as, We may prescribe from time to time. Any transactions carried out by or through any electronic facilities or means established by or on behalf of Us, in respect of the Policy, shall constitute legally binding and valid transactions on You.

F.9 Taxation

- Income Tax benefits under the Policy may be in accordance with the prevailing tax laws.
- It is recommended that you obtain professional advice for applicability of Income Tax benefit on Premiums paid and benefits received. Income Tax to be deducted, if any, may be deducted at the applicable rate from the payments made under the Policy.
- Goods & Services Tax, Cess (if any) and any other Statutory levy may be charged extra as per prevailing rates.
- Tax laws are subject to amendments from time to time.

F.10 Travel, Residence And Occupation

This Rider does not impose any restrictions as to travel, residence or occupation except for Exclusions mentioned under clause F.5.

F.11 Rider Termination

The Rider will terminate on the earliest of the following:

- The Date of Maturity of the Rider as stated in the Policy Schedule, if the Life Assured survives till the Date of Maturity;
- On payment of Rider Sum Assured as may be applicable;
- The next premium Due Date following the receipt of a request to Us of discontinuance of the Rider under Clause D.2;
- On Surrender of the Rider as mentioned in Clause D.5;
- On payment of amount pursuant to the exercise of Free-Look Cancellation as mentioned in Clause D.1 or
- The Date on which the Base Policy is Terminated

All the rights, benefits and interests under this Rider will stand extinguished upon termination.

F.12 Applicable Law

This Policy is subject to the provisions of the laws of India.

F.13 Currency And Payment

All payments to or by the Company will be in Indian rupees and shall be in accordance with the prevailing regulations and other relevant laws of India.

Part G

G.1 Notices

Any notice, direction or instruction given to Us under the Policy shall be through any of the following modes:

Write to Your **Customer Service Department**

Bandhan Life Insurance Limited, A - 201, 2nd Floor, Leela Business Park, Andheri-Kurla Road, Andheri (E), Mumbai - 400059.

Call on Toll free number: 1800 209 9090 (except in case of freelook cancellation).

Email: customer.care@bandhanlife.com or such other address as may be informed by Us.

Any notice, direction or instruction to be given by Us under the Policy shall be in writing and delivered via message to your registered contact number or to the registered electronic mail id updated in the records of the Company or by making general announcement in a national newspaper in English.

You are requested to communicate any change in address immediately to enable us to serve You promptly.

G.2 Grievance Redressal Mechanism

You can register complaint with any of the following touch points:

- Website: You can register the complaint via the complaints form available on our website - www.bandhanlife.com.
- Customer Portal: Customer can register a complaint via our customer portal iassist.bandhanlife.com/login/.
- Emails: You can write to us on customer.care@bandhanlife.com from Your registered e-mail ID.
- Contact Centre: You can call us on 1800 209 9090 from 9.00 am to 7.00 pm, Monday to Saturday excluding public holidays.
- Letters: You can write to us via letter at the nearest CAMS office or the Head Office. The addresses are available on our company website.

You are requested to visit our website www.bandhanlife.com for updated contact details/service centre address.

In case of non-receipt of reply from complainant within 8 weeks, we will consider the complaint as closed.

Escalation Matrix

- If You fail to get response within 2 weeks or are not satisfied with response provided with regards to the complaint, You can also escalate the matter to Grievance Redressal Officer. A - 201, 2nd Floor, Leela Business Park, Andheri-Kurla Road, Andheri (E), Mumbai - 400059. Email id - gro@bandhanlife.com. The response will be sent within 7 working days of receipt of the grievance.
- In case the grievance is not resolved or is partially resolved in favour of the complainant, the complainant also has the option to take up the matter before insurance ombudsman. The name, address and contact numbers of the ombudsman of competent jurisdiction is readily available on the company's website www.bandhanlife.com. Policyholder can also approach the ombudsman, once

the stipulated period of 30 days from the date of filing the complaint with the insurer is over, irrespective of the complaint lying in different stages of grievance redressal process.

- If You are still not satisfied with the resolution. You have an option to raise a complaint on the Bima Bharosa portal: bimabharosa.irdai.gov.in/.

G.3 Grievance Redressal Mechanism Of IRDAI

In case the complainant is not satisfied with the response or does not receive a response from the Company within 15 days, then the customer may approach the Grievance Cell of the IRDAI through any of the following modes:

- Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre)
- Sending an email to complaints@irdai.gov.in
- Register the complaint online at Bima Bharosa at www.igms.irda.gov.in
- Address for sending the complaint through courier / letter: Policyholder's Protection & Grievance Redressal Department, Insurance Regulatory and Development Authority of India, SurveyNo.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032, Telangana.

G.4 Insurance Ombudsman

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

- Delay in settlement of claims, 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 claims;
- Disputes over premium paid or payable in terms of the policy;
- Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- Legal construction of the policies in so far as such disputes relate to claim;
- Policy servicing related grievances against insurers and their agents and intermediaries;
- Issuance of life insurance Policy which is not in conformity with the Proposal Form submitted by the Proposer;
- Non-issuance of Policy document to customers after receipt of Policy Premiums;
- Any other matter resulting from violation of provisions of Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the Policy contract, in so far as they relate to clauses (i) to (vi) above.

The Ombudsman shall act as a counsellor and mediator to the matters specified above provided there is written consent of the parties to the dispute.

You or Your legal heirs, Nominee or Assignee can make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located. The complaint shall be in writing, duly signed by You or Your legal heirs, Nominee or Assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

No complaint to the Insurance Ombudsman shall lie unless:

1. The complainant makes a written representation to the insurer named in the complaint and:
 - a. either the insurer had rejected the complaint; or
 - b. the complainant had not received any reply within a period of one month after the insurer received his representation; or
 - c. the complainant is not satisfied with the reply given to him by the insurer;
2. The complaint is made within one year:
 - a. after the order of the insurer rejecting the representation is received; or
 - b. after receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - c. after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant.

No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

The addresses of the Insurance Ombudsmen are given on the last page of this document. You are requested to visit the website of the Company for updated information on contact details of the Company and Insurance Ombudsmen.

Insurance Ombudsman Centres/ Contact Details

City	Address	Areas of Jurisdiction
Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad @cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N- 19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
Bhopal	Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh

Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
Chennai	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
Delhi	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonipat & Bahadurgarh
Guwahati	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	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 Email: bimalokpal.hyderabad@cioins.co.in	Areas of Jurisdiction- Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry

Jaipur	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005 Tel.: 0141 – 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
Kochi	10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G. Road, Kochi - 682 011. Tel.: 0484 – 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
Kolkata	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 /22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
Lucknow	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 /3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh - Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
Mumbai	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)

<p>Noida</p>	<p>Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P- 201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh- Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur</p>
<p>Patna</p>	<p>2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.Tel.: 0612- 2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand</p>
<p>Pune</p>	<p>Jeevan Darshan Bldg., 3rd Floor, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)</p>

Annexure: 1

Section 38: Assignment And Transfer Of Insurance Policies

Assignment or transfer of a life insurance Policy is as below in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of Assignment should indicate the fact of transfer or Assignment and the reasons for the Assignment or transfer, antecedents of the Assignee and terms on which Assignment is made.
4. The Assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of Assignment shall not be operative as against an insurer until a notice in writing of the transfer or Assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for Assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or Assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the Policyholder, or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance Policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or Assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of Assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or Assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every Assignment or transfer shall be deemed to be absolute Assignment or transfer and the Assignee or transferee shall be deemed to be absolute Assignee or transferee, except
 - a. where Assignment or transfer is subject to terms and conditions of transfer or Assignment OR
 - b. where the transfer or Assignment is made upon condition that
 - i. the proceeds under the Policy shall become payable to Policyholder or nominee(s) in the event of Assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the PolicySuch conditional Assignee will not be entitled to obtain a loan on Policy or Surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of Assignment, recognize the transferee or Assignee named in the notice as the absolute transferee or Assignee and such person
- a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or Assignment and
 - b. may institute any proceedings in relation to the Policy
 - c. obtain loan under the Policy or Surrender the Policy without obtaining the consent of the transferor or Assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list as mentioned in Insurance Act, 1938 (as amended from time to time), but only a simplified version prepared for general information. Policy Holders are advised to refer to the Act for complete and accurate details.]

Annexure: 2

Section 39: Nomination

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 policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a Minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the Minority of the nominee. The manner of appointment to be laid down by the Insurer.
3. Nomination can be made at any time before the Maturity of the Policy.
4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy.
5. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination
11. 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 amendment of Insurance Act, 1938 (i.e. 26.12.2014).
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 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.

[Disclaimer: This is not a comprehensive list as mentioned in Insurance Act 1938 (as amended from time to time), but only a simplified version prepared for general information. Policy Holders are advised to refer to the Act for complete and accurate details.]

Annexure: 3

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 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.
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 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.

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 policyholder, 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 Assured. 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 as mentioned Insurance Act 1938 (as amended from time to time) but, only a simplified version prepared for general information. Policy Holders are advised to refer to the Act for complete and accurate details.]