

Bandhan Life Insurance Limited

Bandhan Life Pradhan Mantri Jeevan Jyoti Bima Yojana

A Non-Linked, Non-Participating Renewable Pure Risk Premium Group Life Insurance Product

UIN 138G093V01

PART A

Dear Sir/Madam,

<<Master Policyholder Name>>,

<<Address of the Master Policyholder>>

We thank you for including our product in your financial planning. We are delighted to present Your Policy documents 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 of claims or any service related queries, please feel free to contact us at Bandhan Life Insurance Limited, A-201, 2nd Floor, Leela Business Park, Andheri-Kurla Road, Andheri East, Mumbai – 400059 or call us at 1800 209 9090. You can also email us at group.care@bandhanlife.com

We welcome you to Bandhan Life Insurance Limited and wish you all the very best.

Authorized Signatory

Customer Service – Bandhan Life Insurance Limited

Your Relationship Manager / Intermediary Contact Details	
Name	
Code	
Mobile / Landline Number	

Registered Office:

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

Corporate Identity No:
U66010MH2007PLC169110.
IRDAI Company Registration
Number: 138

☎ 1800 209 90 90
(Toll free, 9 am to 7 pm, Mon to Sat)
✉ customer.care@bandhanlife.com
🌐 www.bandhanlife.com

POLICY PREAMBLE

Policy Number: <<Master Policy Number>>

Master Policyholder: <<<<Master Policyholder Name>>>

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.

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POLICY SCHEDULE

Name of the Plan: **Bandhan Life Pradhan Mantri Jeevan Jyoti Bima Yojana (UIN 138G093V01)**
A Non-Linked, Non-Participating Renewable Pure Risk Premium Group Life Insurance Product

The Policy is evidence of contract of Insurance between Bandhan Life Insurance Limited (“The Company”) and the Master 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 Particulars:

Name of the Plan:	Bandhan Life Pradhan Mantri Jeevan Jyoti Bima Yojana
Types of Scheme:	<<Non Employer-Employee Scheme>>
Policy Number:	<<<XXXXXXXXXXXXXXXXXX>>
Master Policyholder:	<<Bandhan Bank Limited>>
Registered / Head Office Address & Pin Code:	<< >>
Policy Commencement Date:	<< >>
Premium Frequency:	Yearly
Annual Renewal Date:	1 st June of every Year
Sum Assured (Per Member)	INR 2 Lakhs
Premium (Per Member)	<<As per Customer Quote>>
Eligibility condition:	Min Age at Entry : 18 Years Last Birthday
	Max Age at Entry: 50 Years Nearest Birthday
Member’s Age at Maturity	Minimum: 19 Years Last Birthday
	Maximum: 55 years Nearest Birthday
Initial number of Members covered:	50
Currency of the Policy:	INR

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Special conditions, if any:	<< >>
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Endorsement of Stamp Duty payment:

Please inform the Company promptly of any change in the address of the Master Policyholder

Please read the Policy Terms and Conditions carefully to verify that the terms match those applied for.

Any addition or deletion in the Insured Member shall be intimated to the Company.

Indication as to Digital Signature on the Document.

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Part B

POLICY 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.

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

Annual Renewal Date means the date on which the Group Policy is due for renewal as stated in the Group Policy Schedule.

Application Form means the proposal form and any other information given by the Master Policyholder to the Company before the inception of this Policy.

Appointee means the person who has been nominated by the Insured Member to receive payment, under this Policy if the Nominee is a minor.

Base Sum Assured means the amount payable to Claimant on death of the Insured Member according to the Terms and Conditions of this Policy.

Certificate of Insurance means the certificate issued to each Insured Member to confirm their coverage under the Policy.

Claimant shall mean the Nominee where a valid nomination has been effected or the Legal Heirs of the Insured Member/Nominee as the case may be.

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

Coverage Expiry Date means the date on which coverage for the Insured Member ends as specified in the Certificate of Insurance.

Death Benefit means the benefit, agreed at the inception of the contract, which is payable on death as specified in the policy document.

Date of Commencement of Risk is same as the date on which an Eligible Member is added to the Group Policy as an Insured Member.

Date of Enrolment is same as the date on which an Eligible Member is added to the Group Policy as an Insured Member.

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Eligible Member means a person who satisfies and continues to satisfy the eligibility criteria and who may apply to become an Insured Member.

Insured Member means an Eligible Member who is enrolled under the Policy after due approval from the Company.

IRDAI means the Insurance Regulatory and Development Authority of India.

Master Policyholder means the person named in the Schedule who has concluded this Policy with the Company with respect to Insured Members.

Nominee means the person who has been nominated by the Insured Member to receive the benefits under this Policy.

Policy Commencement Date means the date when this policy is issued and is specified in the Schedule.

Policy or Policy Document means these Standard Terms & Conditions, the Application Form, the Schedule and Certificates of Insurance, as amended from time to time.

Premium means the amount payable by the Master Policyholder/Insured Member for the insurance coverage as determined by the Company from time to time.

Schedule means the document attached to this Policy which provides a snapshot of the Policy and benefit details and any annexure attached to it from time to time and any endorsements the Company has made and, if more than one, then the latest in time.

Total Premiums Paid means total of all the premiums received under the base product, excluding any extra premium and taxes, if collected explicitly.

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

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Part C

C.1 Benefits

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

C.2 Policy Features

Bandhan Life Pradhan Mantri Jeevan Jyoti Bima Yojana is a Non-Linked, Non-Participating Renewable Pure Risk Premium Group Life Insurance Product. This Group Policy offers the benefits listed below and is renewable Annually. The benefits will be payable subject to the Terms and Conditions of this Group Policy, including the Premium Payment Conditions set out below.

C.3 Benefits Payable on Death

In case of Death of the Life Assured, when the Group Policy is in force, the Sum Assured of Rs. 2,00,000 shall be payable to the Claimant.

- i. Death Benefit payable under Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) across all bank/post office accounts and Insurance companies for any insured member shall not exceed Rs. 200,000 (Rupees Two Lakhs)
- ii. In case a Member is covered with multiple Insurers through a single or multiple bank /post office accounts and Premium is received in respect of all covers, the Insurance cover will be restricted to Rs. 2,00,000 (Rupees Two Lakhs) by admitting the Claim on the first application based on the Date of Enrolment. In case, a Death Claim has already been settled by any other insurer in respect of any Insured Member, We shall not have any liability to admit any Claim on the Member and shall forfeit the Premium(s) received in respect of the said deceased Member.

For new Members enrolling into the scheme the Insurance cover shall not be available for Death (other than due to Accident) occurring during the first 30 days from the Date of Enrolment into the scheme (Lien Period) and in case of Death (other than due to Accident) during Lien Period, no Claim would be admissible.

For Members who exit and wish to rejoin the scheme, the risk will not be covered during the first 30 days from the Date of Enrolment into the scheme (lien period) and in case of death (other than due to accident) during lien period, no claim would be admissible.

C.4 Benefit Payable on Maturity

There is no Maturity Benefit payable under this Policy.

C.5 Payment of Policy Premium

The Premium will be deducted as per Scheme Rules* from the Insured Member's bank/ Post Office account through auto debit facility in one instalment on or before 31st May of each Annual coverage Period. Insured Member may also give one-time mandate for auto-debit every year till the Scheme is in force, subject to adjustments in Premiums that may be deemed necessary as notified by the Govt. of India or upon review of

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experience of the Scheme in future years. Delayed enrolment for prospective cover is possible as per scheme rules with the payment of appropriate Premium as mentioned under Master Policy Schedule for which risk will start from the date of auto-debit of the Premium and the lien period exclusion shall be applicable.

If an individual member's insurance cover has been terminated due to non-payment of premium on account of closure of designated account with bank/post office or due to insufficient balance in his/her designated account with bank/post office, such member, if eligible can rejoin the scheme as per scheme rules.

**'Scheme Rules' means the set of rules governing the benefit structure, eligibility of membership & other terms of the scheme as notified by the Government of India under Pradhan Mantri Jeevan Jyoti Bima Yojana from time to time. The scheme rules will provide the details of benefits such as type and size of benefits, how and when benefits are payable, eligibility and enrolment conditions.*

C.6 Renewal of the Policy

The Policy is an annual contract which expires on every Annual Renewal Date unless renewed. The Company reserves the right to accept/decline such renewal and to specify the terms and conditions on Renewal.

The Master Policyholder shall provide the Company with updated member list at least [30] days before the Annual Renewal Date and shall make the Payment towards applicable Renewal Premium on the Annual Renewal Date.

C7 Member Coverage Termination

An Insured Member's coverage under the Policy shall immediately and automatically terminate on the occurrence of the first of the following events:

- a) The Coverage Expiry Date
- b) The Insured Member ceases to fulfil any of the eligibility criteria
- c) The Insured Member ceases to be a Member of the Group, unless it is agreed to continue the cover till the end of the period of cover
- d) The Insured Member's death.
- e) The date on which the Policy lapses
- f) Written request by the Master Policyholder to discontinue the policy on at least 30 days prior notice

C8. Termination of the Policy

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

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Part D

D.1 Free Look Option

Free-look option is not available under this plan.

D.2 New Members Addition

After the Effective Date of the Group Policy or the Annual Renewal Date, an Eligible Member shall become an Insured Member only after due intimation to Us and submission of all information and details in the form and manner specified by Us provided coverage of such Insured Member shall commence in accordance with Part C. We shall require evidence of insurability for providing the Group Life Cover to the Insured Members in accordance with Our Board Approved Underwriting Policy.

D.3 Surrender Benefit

There is no Surrender Benefit Payable under this Policy.

D.4 Loans

You or the Members are not entitled to avail Loan under this Policy.

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Part E

Not Applicable as this Product is a Non Linked Insurance Plan.

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Part F

F.1 Assignment & Nomination

(i) Assignment

The policy cannot be Assigned.

(ii) Nomination

Nomination facility can be availed as per Section 39 of Insurance Act 1938 as amended from time to time. (A simplified version of the provisions of Section 39 is enclosed in Annexure 1 for reference)

F.2 Fraud or misstatement

Fraud, and Misstatement 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 3 for reference)

F.3 Misstatement of Age or gender

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

If at the correct Age, the Life Insured was not insurable under this Plan as per the scheme rules, We reserve the right to refund the Premiums paid and terminate the Policy.

F.4 Payment of Claim

The Master Policyholder or Claimant as the case may be, should intimate us about the Death of the Insured Member in writing within a period of 90 days of such Death along with the following documents

- Claim Form (to be completed by Nominee and Bank/Post Office)
- Copy of Death Certificate issued by Municipal Authorities
- NEFT mandate form/Copy of Bank/Post Office passbook/ Cancelled cheque where name and account number of Nominee are printed
- KYC document of nominee
- Aadhaar number and PAN number of deceased member and nominee

In case of death due to accident / murder / suicide , following additional documents are required.

- First Information Report (FIR) or Panchnama
- Post Mortem/Viscera Report

If We do not receive notification of the Death within 90 days, We may condone the delay if we are satisfied that the delay was for reasons beyond the Claimant's control. The Claim shall be paid to the Beneficiary as the

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case may be as specified under the Master Policy. If there is no Beneficiary or the Beneficiary is not alive at the time of Death of the Insured Member, then the claim shall be paid to the legal heir/s of the deceased Insured Member as per the court directions. The Company reserves the right to call for such documents or information, including documents/ information concerning the title of the Claimant, to the satisfaction of the Company for processing the claim. Any claim intimation to the Company must be made in writing and delivered to the address, which is currently:

F.5 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.6 Taxation

Income Tax benefits/exemptions are as per the applicable income tax laws in India, which are subject to change from time to time. Please consult your tax advisor for details

F.7 Applicable Law

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

F.8 Exclusions:

1. Exclusions as mandated in Pradhan Mantri Jeevan Jyoti Bima Yojna scheme, as amended from time to time shall be applicable.
2. During the first 30 days Lien Period of an Insured Member who has enrolled into the Scheme for the first time, no claim will be admissible, and the Company shall not be liable to pay any death claim (except on death due to an accident). No such clause is applicable on subsequent renewals in the Scheme at member level.
3. Members who exit the scheme at any point may rejoin the Scheme in future years. The exclusion of insurance benefits during the Lien Period (starting from the rejoining date) shall also apply to Insured Members who exit anytime and rejoin in future.

F.9 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. All payments under this policy including the claims payout will be made through NEFT or other electronic methods only.

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Part G

G.1 Notices

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

Writing to our **Customer Service Department**

Bandhan Life Insurance Limited,

A - 201, 2nd Floor, Leela Business Park, Andheri-Kurla Road, Andheri East, Mumbai, 400059.

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

E-mail: group.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 and contact details immediately to enable us to serve You promptly.

G.2 Grievance Redressal Procedure:

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 <https://iasist.bandhanlife.com/login/>
- Emails – You can write to us on group.care@bandhanlife.com from the 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 center 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 You 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,

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address and contact numbers of the ombudsman of competent jurisdiction is readily available on the company's website www.bandhanlife.com. Complainant can 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 - <https://bimabharosa.irdai.gov.in/>

G.3. Grievance Redressal Mechanism of IRDAI:

- a. 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:
 - i. Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre)
 - ii. Sending an email to complaints@irdai.gov.in
 - iii. Register the complaint online at Bima Bharosa at <https://bimabharosa.irdai.gov.in>
 - iv. Address for sending the complaint through courier / letter: Policyholder's Protection & Grievance Redressal Department- , Insurance Regulatory and Development Authority of India, Survey No.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:

- i. Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act,1999
- ii. Any partial or total repudiation of claims by the insurer;
- iii. Disputes over premium paid or payable in terms of insurance policy;
- iv. Misrepresentation of policy terms and conditions
- v. Legal construction of insurance policies in so far as the dispute relates to claim;
- vi. Policy servicing related grievances against insurers and their agents and intermediaries;
- vii. Issuance of insurance policy, which is not in conformity with the proposal form submitted by the proposer;
- viii. Non-issuance of insurance policy after receipt of premium; and
- ix. Any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, 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 issues mentioned herein 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

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You or your legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name 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—

(a) the complainant makes a written representation to the insurer named in the complaint and—

(i) either the insurer had rejected the complaint; or

(ii) the complainant had not received any reply within a period of one month after the insurer received his representation; or

(iii) the complainant is not satisfied with the reply given to him by the insurer;

(b) The complaint is made within one year—

(i) after the order of the insurer rejecting the representation is received; or

(ii) after receipt of decision of the insurer which is not to the satisfaction of the complainant;

(iii) 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 below. 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 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, Arera Hills Bhopal – 462 011.	Madhya Pradesh, Chhattisgarh.

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	Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: bimalokpal.bhopal@cioins.co.in	
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461/2596455/2596429/2596003 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
Chandigarh	Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 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.Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad – 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins.co.in	Areas of Jurisdiction- Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005 Tel.: 0141 – 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.

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IRDAI Company Registration
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Kochi	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, 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	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
Lucknow	Office of the Insurance Ombudsman, 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, Santkabinagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
Mumbai	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e. M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
Noida	Office of the Insurance Ombudsman,	State of Uttarakhand and the following Districts of Uttar

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	<p>Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>Pradesh- Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
Patna	<p>Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
Pune	<p>Office of the Insurance Ombudsman, 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>State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region</p>
Thane	<p>Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasanttrao Naik Mahamarg, Thane (West) – 400604 Tel.: 022-20812868/69 Email: bimalokpal.thane@cioins.co.in</p>	<p>Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."</p>

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Annexure: 1**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

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- 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.]

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Annexure: 2

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

Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

1. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the 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.]

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