

**Part A**

**Bandhan Life Insurance Limited**

**Bandhan Life Group Critical Illness Rider**  
**A Non-Linked Non-Participating Group Health Rider**  
UIN- [138B017V02]

Dear <<Policyholder>>,

<<Address of the Master Policyholder>>

We thank You for including our Rider in Your financial planning. We are delighted to present Your Rider Document which represents 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. If the Master Policyholder or a premium paying member (members of schemes where premium is directly paid by individual members) is not satisfied with any of the terms and conditions of the Rider or otherwise and has not made any claim, the Policyholder or the premium paying member may request the company for the cancellation of the policy or certificate of insurance within 30 days from date of receipt of policy document or certificate of insurance, whether received electronically or otherwise. This is not applicable for policies with tenure less than a year.

Upon such request and subsequent 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.

Warm regards,

Managing Director & Chief Executive Officer

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

## **Rider Preamble**

**Policy Number:**

**Master Policy Holder:**

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 rider contract on the life of the person named in the Schedule hereto.

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

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

## **RIDER SCHEDULE**

Name of the Rider: **Bandhan Life Group Critical Illness Rider (UIN 138B017V02)**

Master Policy No:

Name of the Master Policyholder:

Address of the Master Policyholder:

Whether Age Admitted: Yes/ No

**Rider Particulars:**

Date of Commencement of Rider	
Date of Commencement of Risk	
Date of Maturity	
Rider Term (years)	
Rider Premium Payment Term (years)	
Rider Premium Payment Frequency	
Premium Due Date	
Annual Renewal Date	
Rider Premium Rate per lakh Sum Assured per annum (without GST)	
Rider Premium (without GST)	
Goods and Services Tax (including any applicable cess)	
Special conditions (if any)	

Endorsement of Stamp Duty payment:

Please inform the Company promptly of any change in the address of the Master Policyholder  
Please read the Rider Document 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 through Annexure as appended in this Schedule.

Indication as to Digital Signature on the Document Special Conditions:

**Part B**

**DEFINITIONS**

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

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

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

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

**Assignment** means that the rights and benefits under the Policy are transferred and would be applicable as per the provisions under Section 38 of the Insurance Act, 1938.

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

**Benefit Option** is the Rider variant/option available under this Rider. The Benefit Option opted by You is specified in the Rider Schedule.

**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.

Critical Illness means the illnesses as defined in Part "C", of this Rider Document.

**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 it is mentioned in the Rider Schedule.

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

**Grace Period** is the period beyond the Premium Due Date when the Rider is treated as in force but the Policyholder is still liable to pay the outstanding Premium.

**Hospital** means any institution established for *in-patient care* and *day care treatment* of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act **Or** complies with all minimum criteria as under:

- i) has qualified nursing staff under its employment round the clock;
- ii) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- iii) has qualified medical practitioner(s) in charge round the clock;
- iv) has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel
- vi.) For the purpose of this policy any other set-up designated by the government as hospital for the treatment of Covid-19 shall also be considered as hospital.

**Hospitalization** means admission in a Hospital for a minimum period of 24 consecutive 'In patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

**Hospitalization (Covid-19 Hospi Cover)** means admission in a Hospital designated for COVID-19 treatment by Government, for a minimum period of seventy-two (72) consecutive 'In-patient care' hours.

**Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

**Inpatient care (Covid-19 Hospi Cover)** means treatment for which the insured person has to stay in a

hospital for more than 72 hours for treatment of COVID.

**In force Rider** is said to be in force if all due Rider premiums have been paid

**IRDAI** means the Insurance Regulatory and Development Authority of India.

**Lapsed Rider** is a Rider for which the Rider Premium remains unpaid at the expiry of the Grace Period.

**Life Assured** is the person to whom the Rider cover is granted by Us under this Policy.

**Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

This would mean a practitioner treating the life assured must be holding a degree equivalent to MD/MS or higher in the relevant field to certify the medical condition. The Medical practitioner should not be:

- the Policyholder/Life Assured himself/herself; or
- An authorized insurance intermediary (or related persons) involved with selling or servicing the insurance contract in question; or
- Employed by or under contractual engagement with the insurance company; or
- Related to the policyholder/life assured by blood or marriage.

**Nominee** means the person/persons who is named as the Nominee, as per Section 39 of the Insurance Act, 1938, who has the right to give a valid discharge to the policy monies in case of the death of the Life Assured during the term of the policy.

**Policy Anniversary** is the annual anniversary of the Date of Commencement of Base Policy.

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

**Revival** is the process of restoring the benefits under the Rider which are otherwise in the state of discontinuance due to non-payment of Rider 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 Rider Premium. This time period will be same as the Revival Period of the Base Policy to which the Rider has been attached.

**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 & Services Tax which may change depending upon the prevailing tax rules.

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

**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 Sum Assured** is the amount payable to Life Assured on diagnosis of covered critical Illness under the opted Benefit Option as mentioned in the Rider Schedule.

**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

**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 Rider Premium** means the amount of benefit payable to the Policyholder in accordance to Clause D.4

**You, Your & Policyholder** means or refers to the Master Policyholder specified in the Rider Schedule

## Part C

### **Benefits**

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.1.1 Critical Illness Benefit**

If the Rider is In Force and the Life Assured is diagnosed with any of the eligible Critical Illness covered under the Benefit Option opted by You before the Date of Maturity, We will pay the applicable Sum Assured as a lump-sum amount as specified in the Certificate of Insurance.

The Benefit Options cover the below specified Critical Illnesses:

Benefit Option	Conditions Covered
Basic Cover	C1 – C6
Enhanced Cover	C1 – C12
Comprehensive Cover	C1 – C36

The list of critical illnesses covered is provided in clause C.2.

Only one claim is payable on the first occurrence (during the lifetime of the Life Assured) of any of the specified illnesses under the chosen Benefit Option.

#### **C.1.2 COVID-19 Benefit**

This option covers the events mentioned below:

Benefit Option	Conditions Covered
COVID-19 Hospi Cover	C37

#### **COVID-19 Hospi Cover:**

If the Rider is In Force and the Life Assured undergoes hospitalization due to first ever diagnosis of COVID-19 covered under the Benefit Option opted by You, before the Date of Maturity, We will pay the applicable Sum Assured as a lump-sum amount as specified in the Certificate of Insurance.

This benefit will be payable subject to the Life Assured being hospitalized for a minimum of 24 consecutive hours or more.

Following a valid Critical Illness/ COVID-19 claim:

- The claimed rider benefit variant will terminate and the rider will continue with the other chosen benefit variants (if any) along with the Base Policy.
- For Critical Illness Benefit, the Sum Assured under the Base Plan to which this rider is attached will reduce by the amount of claim paid under this rider.
- For Critical Illness Benefit, if the Sum Assured under this benefit is the same as that of the Base Plan, then the Base Plan along with other remaining rider benefit variants (if any) will also terminate along with the claimed benefit variant.
- For COVID-19 Benefit, the applicable Sum Assured shall be paid in addition to the eligible Base Sum Assured.

## C.2 List of Critical Illnesses Covered

Critical Illnesses covered
C1. Cancer of Specified Severity
C2. Myocardial Infarction (First Heart Attack of specific severity)
C3. Open Chest CABG
C4. Kidney Failure requiring Regular Dialysis
C5. Major Organ/ Bone Marrow Transplant
C6. Stroke resulting in Permanent Symptoms
C7. Third degree Burns
C8. Open Heart Replacement or Repair of Heart Valves
C9. Permanent Paralysis of Limbs
C10. Aorta Graft Surgery
C11. Coma of Specified Severity
C12. Blindness
C13. Cardiomyopathy
C14. Alzheimer's Disease
C15. Deafness
C16. Loss of Limbs
C17. Loss of Speech
C18. Major Head Trauma
C19. Muscular Dystrophy
C20. Parkinson's Disease
C21. Apallic Syndrome
C22. Aplastic Anaemia
C23. Bacterial Meningitis
C24. Benign Brain Tumour
C25. Encephalitis
C26. End Stage Liver Failure
C27. End Stage Lung Failure
C28. Fulminant Viral Hepatitis
C29. Motor Neuron Disease with Permanent Symptoms
C30. Multiple Sclerosis with Persisting Symptoms
C31. Poliomyelitis
C32. Primary (Idiopathic) Pulmonary Hypertension
C33. Progressive scleroderma
C34. Progressive Supranuclear palsy
C35. Medullary Cystic Disease
C36. Systemic Lupus Erythematosus
C37. COVID-19 (Coronavirus Disease 2019)

## C.3 Definitions of Covered Critical Illness

### C1. Cancer of Specified Severity

I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

II. The following are excluded –

- All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- Chronic lymphocytic leukaemia less than RAI stage 3
- Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs.

### C2. Myocardial Infarction (First Heart Attack of specific severity)

I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

- A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- New characteristic electrocardiogram changes
- Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

II. The following are excluded

- Other acute Coronary Syndromes
- Any type of angina pectoris
- A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

**C3. Open Chest CABG**

I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a Cardiologist.

II. The following are excluded:

- Angioplasty and/or any other intra-arterial procedures

**C4. Kidney Failure requiring Regular Dialysis**

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

**C5. Major Organ/ Bone Marrow Transplant**

I. The actual undergoing of a transplant of:

- One of the following human organs: Heart, lung, liver, kidney, pancreas that resulted from irreversible end-stage failure of the relevant organ, or
- Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II. The following are excluded:

- Other stem-cell transplants
- Where only islets of Langerhans are transplanted

**C6. Stroke resulting in Permanent Symptoms**

I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

II. The following are excluded:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Vascular disease affecting only the eye or optic nerve or vestibular functions

**C7. Third Degree Burns**

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

**C8. Open Heart Replacement or Repair of Heart Valves**

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

**C9. Permanent Paralysis of Limbs**

I. Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

**C10. Aorta Graft Surgery**

Undergoing of a laparotomy or thoracotomy to repair or correct an aneurysm, narrowing, obstruction or dissection of the aortic artery. For this definition, aorta means the thoracic and abdominal aorta but not

its branches. Surgery performed using only minimally invasive or intra-arterial techniques such as percutaneous endovascular aneurysm repair are excluded.

#### **C11. Coma of Specified Severity**

I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- No response to external stimuli continuously for at least 96 hours;
- Life support measures are necessary to sustain life; and
- Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded

#### **C12. Blindness**

I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

II. The Blindness is evidenced by:

- corrected visual acuity being 3/60 or less in both eyes or ;
- the field of vision being less than 10 degrees in both eyes

III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

#### **C13. Cardiomyopathy**

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

New York Heart Association classification Class IV –

- Inability to carry out any activity without discomfort.
- Symptoms of congestive cardiac failure are present even at rest.
- With any increase in physical activity, discomfort will be experienced and
- Echocardiography findings confirming presence of cardiomyopathy and Left Ventricular Ejection Fraction (LVEF %) of 40% or less

The following is excluded: Cardiomyopathy directly related to alcohol or drug abuse.

#### **C14. Alzheimer's Disease**

Progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardised questionnaires and cerebral imaging. The diagnosis of Alzheimer's disease must be confirmed by an appropriate consultant and supported by the Company's appointed doctor. There must be significant reduction in mental and social functioning requiring the continuous supervision of the life assured. There must also be an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following 5 "Activities of Daily Living" for a continuous period of at least 6 months:

Activities of Daily Living are defined as:

1. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
5. Feeding - the ability to feed oneself once food has been prepared and made available.

Alcohol related brain damage are excluded.

#### **C15. Deafness**

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

#### **C16. Loss of Limbs**

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

#### **C17. Loss of Speech**

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

#### **C18. Major Head Trauma**

I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

II. The Accidental head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word “permanent” shall mean beyond the scope of recovery with current medical knowledge and technology

III. The Activities of Daily Living are:

1. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Mobility: the ability to move indoors from room to room on level surfaces;
5. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. Feeding: the ability to feed oneself once food has been prepared and made available.

IV. The following are excluded:

- Spinal cord injury;

#### **C19. Muscular Dystrophy**

Muscular Dystrophy is a disease of the muscle causing progressive and permanent weakening of certain muscle groups. The diagnosis of muscular dystrophy must be made by a consultant neurologist, and confirmed with the appropriate laboratory, biochemical, histological, and electromyographic evidence. The disease must result in the permanent inability of the insured to perform (whether aided or unaided) at least three (3) of the five (5) “Activities of Daily Living”.

Activities of Daily Living are defined as:

1. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
5. Feeding - the ability to feed oneself once food has been prepared and made available.

#### **C20. Parkinson’s Disease**

The unequivocal diagnosis of idiopathic Parkinson’s Disease by a consultant neurologist.

This diagnosis must be supported by all of the following conditions:

- The disease cannot be controlled with medication; and
- There are objective signs of progressive deterioration; and
- There is an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following five (5) “Activities of Daily Living” for a continuous period of at least 6 months:

Activities of Daily Living are defined as:

1. Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
5. Feeding - the ability to feed oneself once food has been prepared and made available.

Drug-induced or toxic causes of Parkinsonism are excluded.

#### **C21. Apallic Syndrome**

Universal necrosis of the brain cortex with the brain stem remaining intact. The definite diagnosis must be confirmed by a consultant neurologist and this condition has to be medically documented for at least one (1) month with no hope of recovery.

#### **C22. Aplastic Anaemia**

Aplastic Anemia is chronic persistent bone marrow failure. A certified hematologist must make the diagnosis of severe irreversible aplastic anemia. There must be permanent bone marrow failure resulting in bone marrow cellularity of less than 25% and there must be two of the following:

- Absolute neutrophil count of less than 500/mm<sup>3</sup>
- Platelets count less than 20,000/mm<sup>3</sup>
- Reticulocyte count of less than 20,000/mm<sup>3</sup>

The insured must be receiving treatment for more than 3 consecutive months with frequent blood product transfusions, bone marrow stimulating agents, or immunosuppressive agents or the insured has received a bone marrow or cord blood stem cell transplant.

Temporary or reversible aplastic anemia is excluded and not covered in this policy.

#### **C23. Bacterial Meningitis**

Bacterial meningitis is a bacterial infection of the meninges of the brain causing brain dysfunction. There must be an unequivocal diagnosis by a consultant physician of bacterial meningitis that must be proven on analysis of the cerebrospinal fluid. There must also be permanent objective neurological deficit that is present on physical examination at least 3 months after the diagnosis of the meningitis infection.

#### **C24. Benign Brain Tumour**

I. Benign brain tumour is defined as a life threatening, non-cancerous tumour in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumour must be confirmed by imaging studies such as CT scan or MRI.

II. This brain tumour must result in at least one of the following and must be confirmed by the relevant medical specialist.

- Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- Undergone surgical resection or radiation therapy to treat the brain tumour.

III. The following conditions are excluded:

- Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumours, tumours of skull bones and tumours of the spinal cord

#### **C25. Encephalitis**

Severe inflammation of the brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a consultant neurologist and the permanent neurological deficit must be documented for at least 6 weeks.

#### **C26. End Stage Liver Failure**

I. Permanent and irreversible failure of liver function that has resulted in all three of the following:

- Permanent jaundice; and
- Ascites; and
- Hepatic encephalopathy.

II. Liver failure secondary to drug or alcohol abuse is excluded.

#### **C27. End Stage Lung Failure**

I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO<sub>2</sub> < 55mmHg); and
- Dyspnea at rest.

#### **C28. Fulminant Viral Hepatitis**

Sub-massive to massive necrosis of the liver by a hepatitis virus, leading precipitously to liver failure, where the following criteria are met:

- Rapid decrease in liver size associated with necrosis involving entire lobules;
- Rapid deterioration of liver enzymes;
- Deepening jaundice; and
- Hepatic encephalopathy.

Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

This excludes Fulminant Hepatitis caused by alcohol, toxic substance or drug.

#### **C29. Motor Neuron Disease with Permanent Symptoms**

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be

progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

### **C30. Multiple Sclerosis with Persisting Symptoms**

I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

- investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

II. Neurological damage due to SLE is excluded.

### **C31. Poliomyelitis**

The occurrence of Poliomyelitis where the following conditions are met:

- Poliovirus is identified as the cause; and
- Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months as confirmed by a consultant neurologist.

Other causes of paralysis such as Guillain-Barre syndrome are specifically excluded.

### **C32. Primary (Idiopathic) Pulmonary Hypertension**

I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

II. The NYHA Classification of Cardiac Impairment are as follows:

- Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded

### **C33. Progressive scleroderma**

A systemic connective tissue disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs which reaches systemic proportions such that two (2) of the following criteria are met

1. Pulmonary involvement showing carbon monoxide diffusing capacity (DLCO) < 70% of the predicted value, or forced expiratory volume in 1 sec (FEV1), forced vital capacity (FVC) total lung capacity (TLC) < 75% of the predicted value
2. Renal involvement showing glomerular filtration rate (GFR) < 60 ml/min; and / or
3. Cardiac involvement showing evidence of either congestive heart failure, cardiac arrhythmia requiring medication, or pericarditis with moderate to large pericardial effusion.

The following are excluded:

- Localised scleroderma (linear scleroderma or morphea);
- Eosinophilic fasciitis; and
- CREST syndrome.

Unequivocal Diagnosis of Systemic Scleroderma must be confirmed by a registered Medical Practitioner who is a rheumatologist.

### **C34. Progressive Supranuclear palsy**

Progressive supranuclear palsy occurring independently of all other causes and resulting in permanent neurological deficit, which is directly responsible for a permanent inability to perform at least two (2) of the Activities of Daily Living. The diagnosis of the Progressive Supranuclear Palsy must be confirmed by a registered Medical Practitioner who is a neurologist.

### **C35. Medullary Cystic Disease**

Medullary Cystic Disease is a disease where the following criteria are met:

- The presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- Clinical manifestations of anaemia, polyuria and progressive deterioration in kidney function; and
- The diagnosis of medullary cystic disease is confirmed by renal biopsy.

Isolated or benign kidney cysts are specifically excluded from this benefit

### **C36. Systemic Lupus Erythematosus**

The unequivocal diagnosis by a consultant physician of systemic lupus erythematosus (SLE) with evidence of malar rash, discoid rash, photosensitivity, multi-articular arthritis, and serositis. There must also be haematological and immunological abnormalities consistent with the diagnosis of SLE. There must also be a positive antinuclear antibody test. There must also be evidence of central nervous system or renal impairment with either:

1. Renal involvement with persistent proteinuria greater than 0.5 grams per day or a spot urine showing 3+ or greater proteinuria
2. Central nervous system involvement with permanent neurological dysfunction as evidenced with objective motor or sensory neurological abnormal signs on physical examination by a neurologist and present for at least 3 months. Seizures, headaches, cognitive and psychiatric abnormalities are not considered under this definition as evidence of “permanent neurological dysfunction”.

Discoid lupus and medication induced lupus are excluded.

### **C37. COVID-19 (Coronavirus Disease 2019)**

For the purpose of this Policy, Corona virus Disease means COVID-19 as defined by the World Health Organization (WHO) and caused by the virus SARS-CoV2

### **C.4 Death Benefit**

On the event of death of the life assured, no rider benefit is payable, and the rider terminates.

### **C.5 Maturity Benefit**

On the event of the life assured surviving till maturity with no claims, no rider benefit is payable, and the rider terminates.

### **C.6 Payment of Rider Premium**

The Rider Premium is payable as per the Premium Payment Frequency under the Base Policy. 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.

In case the Rider Premium is collected by the Master Policyholder and for some reason it does not reach the Insurer within the grace period, then after the grace period the risk cover is available to the members, if the group members insured can prove that he/she had paid the premium and secured a proper receipt leading the Insurer to believe that he/she is duly insured.

If any Eligible Member becomes an Insured Member during the Policy Year, a pro-rata Premium is payable for that Eligible Member to provide coverage for the period from Date of Commencement of Risk to next Premium Due Date. The Master Policyholder understands and agrees that the Coverage of an Insured Member shall not commence until the Company has received and realized the full Premium due in respect of such Insured Member.

The Rider Premium rates are guaranteed for one year and may change at the time of renewal of the Rider.

### **C.7 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 is diagnosed with any of the eligible critical illness during the Grace Period, the outstanding due instalment Premiums (Base Premium + Rider Premium)), as on the date of diagnosis will be deducted from the Benefit payout.

### **C.8 Change in Rider Sum Assured**

The Rider Sum Assured cannot be changed during the Rider Term.



## Part D

### **D.1 Free Look Cancellation**

If the Master Policyholder or a premium paying member (members of schemes where premium is directly paid by individual members) is not satisfied with any of the Terms and Conditions of the Rider or otherwise and has not made any claim, the Policyholder or the premium paying member may request the Company for the cancellation of the Rider within 30 days from the date of receipt of the Policy document or Certificate of Insurance whether received electronically or otherwise. This is not applicable for policies with tenure less than a year.

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.

### **D.2 Rider Lapse**

If any rider premium remains unpaid after the expiry of the grace period, the rider will lapse and the rider cover will cease to exist. No benefits shall be payable under a lapsed rider.

### **D.3 Revival of Lapsed Rider**

The revival period will be as per the base plan. The revival will be subject to the 'Board approved underwriting policy of the Company' and payment of all outstanding premiums without any interest. No interest will be charged on revival of the lapsed rider. Being a one year renewable group rider, the revival clause will not be applicable to yearly mode group schemes.

### **D.4 Surrender Benefit**

On surrender of the base group policy, the individual members of the group will be given an option to continue the base policy with or without this rider as an individual policy for the outstanding term as per the certificate of insurance issued to the member, wherever applicable.

For members who don't wish to continue the rider cover, the Unexpired Rider Premium in lieu of such lives shall be payable as the surrender value.

No surrender value is applicable for monthly mode policies, similar in treatment as the base plan to which the rider will be attached.

Unexpired Rider Premium = Last Instalment Premium Paid\* (Balance number of days to the earlier of the next premium due date or the next renewal date/N)

Where,

N = 365 days for yearly premium payment mode

N = 182 days for half-yearly premium payment mode

N = 91 days for quarterly premium payment mode

"Last Instalment Premium Paid" means the premium amount immediately paid by the policyholder prior to surrender, excluding any extra premiums and taxes.

If any Member ceases to be a member of the Group after the Date of Commencement of Risk under Rider, then, the proportionate Rider Premium received for the unexpired period of coverage under the Rider for such a Member will be refunded by Us and the insurance coverage on the life of such a Member under this Rider shall terminate from the date such a Member ceases to be a member of the said group.

### **D.5 Addition of Rider**

The Rider can be added to the Base Policy on policy commencement, or at any time during the policy term of the Base Policy, or on renewal of an existing group policy.

**Part E**

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

## Part F

### **F.1 Assignment & Nomination**

#### **(i) 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.

#### **(ii) 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 Rider by adjusting or deducting the differential Rider Premium that would have been payable.

### **F.4 Exclusions for Critical Illness Benefit**

#### **F.4.1 Waiting Period:**

- A Waiting period of 90 days is applicable for each of the critical illness specified within this Rider, except for COVID-19 Benefit, from the Date of Commencement of the policy.
- A Waiting period of 15 days is applicable for COVID-19 Hospi Cover from the Date of Commencement of the Policy.
- The waiting period shall apply to all members of a new group or to new members of an existing group. The waiting period shall not apply to those existing members of a renewing group who have already completed their waiting period fully. For Insured Members who partially completed their waiting period (as applicable in this rider) in the previous year, remaining waiting period will be applicable.
- No waiting period applies where Critical Illness is due to Accident.
- Under COVID-19 Benefit option, no benefit will be payable if there is diagnosis of COVID-19 condition within the waiting period.
- Under Critical Illness Benefit option, no benefit will be payable if there is diagnosis of any Critical Illness or any signs or symptoms related to any Critical Illness occurs within the waiting period.

#### **F.4.2. Other Exclusions**

Besides the exclusions mentioned in the definitions of the critical illnesses (as described earlier for C1 to C36), the life assured will not be entitled to any benefits under Basic, Enhanced and Comprehensive Benefit Options if a covered Critical Illness results either directly or indirectly from any one of the following causes:

- Pre-existing Disease means any condition, ailment, injury or disease:
  - a) That is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or
  - b) For which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy.

This exclusion will not be applicable to conditions, ailments or injuries or related condition(s) which are underwritten and accepted by insurer at inception.

- Intentional self-inflicted injury, attempted suicide, whether the life assured is medically sane or insane.

- Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes. War means whether declared or not.
- Taking part in any naval, military or air force operation during peace time.
- Participation by the life assured in any flying activity, except as a bona fide, fare-paying passenger, pilot, air crew of a recognized airline on regular routes and on a scheduled timetable.
- Participation by the life assured in a criminal or unlawful act with a criminal intent.
- Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping.
- Disability due to chronic fatigue, chronic pain and fibromyalgia are excluded
- 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.
- Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
- 
- Life Insured will not be entitled to Critical Illness benefit if the Life Assured has delayed medical treatment in order to circumvent the waiting period. Congenital Anomaly: Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
  1. Internal Congenital Anomaly - Congenital anomaly which is not in the visible and accessible parts of the body.
  2. External Congenital Anomaly - Congenital anomaly which is in the visible and accessible parts of the body.

Any external congenital condition or related illness is not covered under the policy.

In case any internal congenital condition or related illness is known to the insured/family members and was/is being treated, is disclosed at proposal stage and accepted by the insurer, claims will be covered as per policy terms and conditions.

If an internal congenital condition is not known to the insured/ family members and the same is proved on the basis of relevant evidence, then such a condition will not be excluded, and the claims will be covered as per policy Terms & conditions.

If an insured/family member was well aware of an internal or external congenital anomaly and yet did not disclose at the proposal stage and there is adequate evidence to establish the same, such claims will not be accepted.

- For any medical condition or any medical procedure arising from the donation of any of the life assured's organs

## **F.5 Payment of Claim**

We will require the following primary documents in support of a Critical Illness claim to enable processing of the claim intimation under the Policy. All benefits will be paid to the "Claimant" as defined in Section B.

- Critical Illness Claim Form
- Complete medical records for diagnosis and treatment of the illness diagnosed from the first date of diagnosis to the last treatment received date
- Copy of all investigation report and consultation papers prior to and post hospitalization
- Attending Physicians statement giving complete history and details of the illness including treatment provided
- Hospital Treatment Certificate
- Discharge summary along with complete indoor case papers from the date of admission to date of discharge

- Diagnostic test report confirming positive existence of Novel Coronavirus (InCov)(Covid-19) from Government authorized centres (applicable in case claim is filed under COVID-19 Benefit, if opted for).

We are entitled to ask for additional documents (including Policy document/ Certificate of Insurance) 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.6 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.7 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.8 Travel, Residence and Occupation**

This Policy does not impose any restrictions as to travel, residence or occupation except for Exclusions mentioned under clause F.4.2

## **F.9 Rider Termination**

The coverage of a Member under this Rider shall automatically terminate on the occurrence of the first of the following events during the Rider Term:

- the Member's death;
- On payment of Critical Illness benefit and/or COVID-19 benefit, whichever is later under this Rider
- On Annual Date of Renewal, if the Member's Age is more than the maximum entry age allowed under this Rider;
- On termination of this Rider for the entire group.

This Rider shall automatically terminate for the entire group on the happening of the following events whichever occurs first, during the Rider Term:

- On the date on which We receive free look cancellation request;
- If a Lapsed Rider has not been revived during the Rider Term;
- On the expiry of the Rider Term;
- On the date on which the Base Policy is matured, expired, surrendered, terminated or cancelled for any reason; or
- On receipt of Your written request for cancellation of this Rider after the completion of the free look period

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

**F.10 Applicable Law**

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

**F.11 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.

## **fPart G**

### **G.1 Notices**

Any notice, direction or instruction given to Us under the Policy shall be 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.operations@bandhanlife.com](mailto:group.operations@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](http://www.bandhanlife.com)
- Customer Portal: Customer can register a complaint via our customer portal <https://iassist.bandhanlife.com/login/>
- Emails – You can write to us on [group.operations@bandhanlife.com](mailto:group.operations@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](http://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 You are not satisfied with response provided with regards to the complaint, You can 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](mailto: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](http://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 - <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](mailto:complaints@irdai.gov.in)
  - iii. Register the complaint online at Bima Bharosa at <http://www.igms.irda.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 claim 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 claim;
- iii. Disputes over Premium paid or payable in terms of the Policy;
- iv. Misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
- v. Legal construction of the policies in so far as such disputes relate to claim;
- vi. Policy servicing related grievances against Insurers and their agents and intermediaries;
- vii. Issuance of life insurance Policy which is not in conformity with the Proposal Form submitted by the Proposer ;
- viii. Non-issue of Policy document to customers after receipt of Policy Premiums;
- ix. 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—

(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.

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, Ist 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, Bhubneshwar – 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@cioin s.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@cioin s.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.c o.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).
Noida	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	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.
Patna	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
Pune	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.i n	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

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:

- a. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
- b. 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.
- c. 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.
- d. The Assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- e. 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 authorized agents have been delivered to the insurer.
- f. Fee to be paid for Assignment or transfer can be specified by the Authority through Regulations.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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
  - i. where Assignment or transfer is subject to terms and conditions of transfer or Assignment OR
  - ii. where the transfer or Assignment is made upon condition that
    - a. 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
    - b. the insured surviving the term of the Policy
 Such 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.
- n. 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
  1. 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
  2. may institute any proceedings in relation to the Policy
  3. 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
- o. 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) Ordinance, 2014 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***

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:

- a. 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.
- b. 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.
- c. Nomination can be made at any time before the Maturity of the Policy.
- d. 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.
- e. 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.
- f. 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.
- g. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
- m. 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 themthe 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
- n. 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).
- o. 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).
- p. 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.
- q. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Act 1938 (as amended from time to time), a nomination is made in favour of spouse or children or spouse and children

whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

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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:

- a. 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.
- b. 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.
- c. 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:
  - o The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - o The active concealment of a fact by the insured having knowledge or belief of the fact;
  - o Any other act fitted to deceive; and
  - o Any such act or omission as the law specifically declares to be fraudulent.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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