

Part A

Bandhan Life Insurance Limited

Bandhan Life Group Terminal Illness Rider
A Non-linked Non-Participating Group Rider
UIN- [138B015V01]

Dear <<Master Policyholder>>
<<Address of the Master Policyholder>>

We thank you for including our rider in your financial planning. We are delighted to present your Rider 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. 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 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 rider premium paid subject to the deduction of proportionate risk premium for the period of cover, stamp duty paid and medical costs incurred (if any).

Warm regards,

Managing Director & Chief Executive Officer

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 Plan: **Bandhan Life Group Terminal Illness Rider (138B015V01)**

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

Policy No:

Policy Particulars:

Same as Base Policy with additional details of Rider as below

Rider Particulars:

Rider Name	Bandhan Life Group Terminal Illness Rider <138B015V01>
Date of Commencement of Rider	
Date of Commencement of Risk	
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

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.

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

Age at Entry means Age of the Life Assured as of Date of Commencement of Policy.

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 on which this rider is purchased.

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

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

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

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

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

Free look Period is the period during which the Policyholder has the option to return the Policy 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.

“**IRDAI**” means the Insurance Regulatory and Development Authority of India;

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

Lapsed Rider means a Rider for which the Rider Premium has not been received till the expiry of Grace Period, as per the Base Policy

Life Assured is the person for whom the insurance cover is granted by Us under this Policy

Medical Practitioner means as 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.

*Related Persons” refer to individuals related to the insurance intermediary by blood or by marriage who are practicing as Medical Practitioners.

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.

Proposal Form is the application form submitted to the Company for purchasing this Policy.

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

Rider Document means the present Bandhan Life Group Terminal Illness Rider Document containing the terms and conditions for the Rider, which are in addition to the benefits under the Base Policy.

Rider Premium is the amount payable by You to avail the Benefits under this Rider. This amount may change depending on the applicable taxes and the Premium Payment mode selected by You.

Rider Premium Payment Term means the period during which the Rider Premium is payable, as per the Premium Payment Term under the Base Policy.

Rider Term is the period for which this Rider cover is granted as per the rules of the Company.

Rider Discontinuance or Termination means termination or discontinuance of the Rider, on happening of any events as described in clause C.7.

Revival is the process of restoring the benefits under the Rider which are otherwise in the state of discontinuance due to non-payment of premiums on due dates

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.

Taxes means all applicable statutory (direct and indirect) taxes as may be levied by the government from time to time which may change depending upon the prevailing tax rules. Goods & Service Tax is one such example of indirect tax.

Terminal Illness means an advanced or rapidly progressing incurable and un-correctable medical condition which, in the opinion of two (2) independent Medical Practitioners specializing in treatment of such illness, has greater than 50% chance of death of the Life Assured within 6 months of the date of diagnosis of Terminal Illness. The Company reserves the right for independent assessment of the Terminal Illness.

You, Your means the Policyholder named in the Policy Schedule.

Part C

Benefits

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

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

C.1 Terminal Illness Benefit

If the Member (Life Assured) is diagnosed with Terminal Illness at any time during the Rider Term when both the Base Policy and Rider are in force, 100% of Sum Assured payable under the Base Policy shall be paid in lump-sum and subsequently the cover under both the Base Policy as well as the Rider will terminate.

The Rider does not provide for additional benefit but only accelerates the death benefit payable under the Base Policy.

Company has to be notified within 90 days of diagnosis of Terminal Illness.

No benefits will be payable under this Rider if the death benefit under the Base Policy has become payable.

We will make payment under this Rider only once during the lifetime of any Member.

C.2 Death Benefit

No Death Benefit is payable under this Rider.

C.3 Maturity Benefit

No Maturity Benefit is payable under this Rider.

C.4 Payment of Rider Premium

The Rider Premium is payable as per the frequency of Policy Premium payment under the Base Policy. Any tax on Rider Premium will be levied and collected in addition to the Rider Premium.

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 not guaranteed and may change at the time of renewal of the Rider.

C.5 Grace Period

Same as the Grace Period allowed under the Base Plan to which this Rider will be attached. If the Grace Period falls on a holiday, then the Grace Period will end at the close of the business hours of the next working day.

The Rider will be in force during the Grace Period.

On diagnosis of Terminal Illness during the Grace Period, the outstanding due installment Premiums (Base Premium + Rider Premium) as on the date of diagnosis of Terminal Illness will be deducted from the Benefit Payout.

Outstanding due instalment premium in the above context means the unpaid premium that was due during the grace period.

C.6 Change in Rider Sum Assured

Sum Assured for this Rider cannot be changed during the Rider Term.

C.7 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 Terminal Illness benefit 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

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 Policy or Certificate of Insurance within 30 days from date of receipt of Policy or Certificate of Insurance, whether received electronically or otherwise. This is not applicable for policies with tenure less than a year.

On cancellation of the Rider during the free-look period, Company will return the Rider premium paid subject to the deduction of proportionate risk premium for the period of cover, Stamp duty paid and medical costs incurred (if any).

The Rider will terminate on payment of this amount and all rights, benefits and interests under this Rider will stand extinguished.

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 Rider Revival

Revival is available up to 3 months from the date of first unpaid Rider Premium but within the Policy Term of one year. Revival will be subject to payment of all outstanding Rider Premiums without any interest and 'Board Approved Underwriting Policy' of the Company. No interest will be charged on Revival of the Lapsed Rider.

If the Lapsed Rider is not revived within Rider Term, this Rider will terminate without value, on the expiry of the Rider Term.

D.4 Addition of Rider

The Rider can be added to the Base Plan only during commencement of a new group policy or on renewal of an existing group policy.

D.5 Surrender Benefit

On surrender of the Base Policy by the master Policyholder, 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.

Unexpired Rider Premium = Total Premiums Received * (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

Total Premiums Received is premium received excluding of GST (Goods & Services Tax).

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.

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 The Insurance Act 1938, as amended from time to time.

(ii) Nomination

Nomination facility can be availed as per Section 39 of 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.

F.3 Misstatement of Age or gender

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

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

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

F.4 Exclusions:

The life assured / Insured Member will not be entitled to any Terminal Illness benefits if it is caused directly or indirectly due to or occasioned, accelerated or aggravated by the following:

- Attempted suicide within 12 months from the Date of Commencement of Risk or Revival of Policy.

F.5 Payment of Terminal Illness Claim

We will require the following primary documents in support of a claim to enable processing of the claim intimation under the Rider.

1. Claim Intimation form
2. Doctor's Certificate (From the family physician or treating doctor)
3. Complete medical records for the diagnosis and treatment of terminal illness (i.e. all consultation papers from first day, test reports, discharge summary, indoor cases papers, follow-up papers)

4. Certificate from two (2) independent Medical Practitioners specializing in treatment of such illness certifying the Terminal Illness;

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.

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 will 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, will be deducted at the applicable rate from the payments made under the policy.
- Goods & Services Tax, Cess (if any) and any other Statutory levy will 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

F.9 Applicable Law

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

F.10 Currency and Payment

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

Part G

G.1 Notices

Any notice, direction or instruction given to Us under the Policy shall be through any 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 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 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://iassist.bandhanlife.com/login/>
- Emails – You can write to us on group.operations@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 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 also escalate the matter to Grievance Redressal Officer.
A - 201, 2nd Floor,
Leela Business Park,
Andheri-Kurla Road,
Andheri (E),
Mumbai - 400059.

Email id - gro@bandhanlife.com

The response will be sent within 7 working days of receipt of the grievance.

- In case the grievance is not resolved or is partially resolved in favour of the complainant, the complainant also has the option to take up the matter before insurance ombudsman. The name, address and contact numbers of the ombudsman of competent jurisdiction is readily available on the company's website www.bandhanlife.com. Master Policyholder/ Insured Member 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
 - 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 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, 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 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 on the last page of this document. You are requested to visit the website of the Company for updated information on contact details of the Company and Insurance Ombudsmen.

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	Karnataka

	Email: bimalokpal.bengaluru@cioins.co.in	
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	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

	Email: bimalokpal.chennai@cioins.co.in	
Delhi	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonipat & Bahadurgarh.
Guwahati	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Areas of Jurisdiction- Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
Jaipur	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005 Tel.: 0141 – 2740363 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.

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

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

Annexure: 1

Section 38 - Assignment and Transfer of Insurance Policies

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

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

surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

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

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

Annexure 2

Section 39 - Nomination

For the purpose of this provision, Policy shall mean an Insured Member's individual Policy and not the Policy contract for the Master Policyholder

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 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
14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the amendment of Insurance Act, 1938 (i.e.

26.12.2014).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.

16. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Act 1938 (as amended from time to time), a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

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

Annexure: 3

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

For the purpose of this provision, Policy shall mean an insured member’s individual Policy and not the Policy contract for the Master Policyholder

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:

Section 45. Policy not be called in question on ground of misstatement after three years. —

(1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.

(2) A policy of life insurance may be called in question at any time within three years from the date of

issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

Explanation I. —For the purposes of this sub-section, the expression “fraud” means any of the following acts committed by the insured or by his agent, with 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 specially declares to be fraudulent.

Explanation II. —Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the

insured or his agent keeping silence, to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such misstatement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

Explanation. —A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the

policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based:

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on the ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation.

Explanation. —For the purposes of this sub-section, the misstatement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(5) Nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal.]

[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.]