

**GENERAL**

In this contract, "you" or "your" will refer to the Policyholder of this Policy, "Member" will refer to Member Insured under this Policy and "we", "us", "our", "insurer", "ABSLI" or "the company" will refer to Aditya Birla Sun Life Insurance Company Limited, or any of its successors.

Please read this Policy document carefully.

**DEFINITIONS**

1. **"Act"** refers to the Insurance Act 1938 as amended from time to time and shall include the Insurance Laws (Amendment) Act 2015.
  2. **"IRDAI"** means the Insurance Regulatory and Development Authority of India.
  3. **"Policy"** means the Group Asset Assure Policy taken by the Policyholder for providing Coverage to its Members.
  4. **"Policy Issue Date"** means the date on which this Policy is issued by the company.
  5. **"Policy Effective Date"** means the date on which your rights and benefits under this Policy begin, as shown in your Policy Information.
  6. **"Age"** means that age at last birthday, in completed years attained as on the Coverage Effective Date.
  7. **"Member Data List"** means list having names of Members Insured, Age, installment premium, Coverage term, Coverage Expiry Date, Single/Joint life coverage and sum assured.
  8. **"Member Insured"** means a member admitted to the benefits under the Policy, for whom complete data and premium is received and risk is accepted by ABSLI and whose Coverage is in effect
  9. **"Nomination"** is the process of nominating a person who is named as "Nominee" in the proposal/application form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
  10. **"Nominee"** is the person who is nominated by You in accordance with Part F and whose name is mentioned in the Policy Schedule, to receive the Death Benefit under this Policy. Nomination can only be effected if You are also the Life Insured under the Policy
  11. **"Asset Assure Policy Schedule (AAPS)"** means table of factors to compute the applicable sum assured for each Coverage Year. These factors are according to interest rate and characteristics of loan/saving scheme for each member and shown in the Certificate of Insurance.
  12. **"Certificate of Insurance (COI)"** means statement evidencing the Coverage of the Member under the Policy, subject to the terms and conditions of the Policy.
  13. **"Coverage"** means the death benefit payable in respect of member under the Policy.
  14. **"Coverage Effective Date"** means the date on which the Coverage in respect of a Member commences.
- "Coverage Term"** in respect of any Member means the number of years specified by the Policyholder at the time of effecting the Coverage on the life of the Member.
15. **"Coverage Year"** means a period of twelve months from Coverage Effective Date. Subsequent Coverage Year commences at the end of the previous Coverage Year.

**POLICY VALUE PROVISIONS**

**1. Policy Premium**

Your Member Data List shows the Policy premium payable under this Policy.

Subject to the Grace period/Lapse/Revival provision, we must receive each installment premium on or before its due date in order for the Coverage to remain in effect regardless of receipt of renewal notice from our side.

The installment premium will equal the annual Policy premium shown in the Member Data List multiplied by a modal factor of 1.000 for annual mode, 0.520 for semi-annual mode, 0.265 for quarterly mode and 0.090 for monthly mode.

Premium payable under the Coverage shall be calculated for the Member according to the age, gender and term from the Premium Rate Table Annexure–1 plus non standard extra premium (if any) and GST and levies as applicable. ABSLI shall have the right to change the Premium Rates for new Members by providing a notice of thirty days in advance. In case ABSLI and Policyholder do not reach an agreement on change in Premium Rates, the Policyholder have option to stop the further enrolment under the policy or shall give notice of thirty days to terminate the contract in which case policy will be terminated and surrender benefit if any will be paid.

---

**POLICY BENEFIT PROVISIONS**

---

Each Member will be covered for following benefit:

**2. Death Benefit:**

In the event of death of the Member, the sum assured computed as per the AAPS will be paid.

The benefit is payable irrespective of the loan outstanding of the Member in the Policyholders records and is restricted to the sum assured computed or as per AAPS for the particular Coverage Year in which the insured event occurs.

**3. Waiting Period:**

Not applicable.

**4. Maturity Benefit:**

The Policy does not offer any Maturity or survival benefit

**5. Surrender Benefit**

Surrender Benefit for the Coverage with single premium, and 5 pay premium paying term will be paid after expiry of premium paying term and if all the due premiums for the Policy have been received.

A surrender benefit calculated as per the following formula shall be payable to you

$$70\% \times \text{Premiums Received} \times \frac{\text{Outstanding Term}}{\text{Policy Term}} \times \frac{\text{Sum Assured at surrender}}{\text{Sum Assured at issue}}$$

**6. Grace Period**

If the installment premium in respect of a Member is not paid by the due date, you will be given a grace period of 30 days during which time, the Coverage under the Policy will continue.

---

**POLICY PROVISIONS**

---

**1. Free-look Period**

You will have the right to return your policy to us within 30 days from the date of receipt of the policy document, in case you are not satisfied with the terms & conditions of your policy. We will pay the Fund Value, once we receive your written notice of cancellation (along with reasons thereof) together with the original policy documents. Depending on our then current administration rules, we may reduce the amount of the refund by stamp duty charges incurred by us in issuing your policy in accordance with IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024.

**2. Policy Discontinuance**

If we do not receive the entire installment premium by the end of the grace period then

- For 5-Pay policies, that have paid premiums for at least two full policy years, the policy will continue on a reduced paid up basis
- For Regular Pay policies and 5-Pay policies that have not completed two full policy years, the policy will lapse and risk coverage cease.

You will then be given two years period from the first unpaid installment premium due date to revive the Coverage.

**3. Revival**

To revive the Coverage, you must pay all due and unpaid installment premiums with interest till the date of actual payment as per then administrative rules of the company and provide us with the evidence of insurability satisfactory to us for respective Member under the Policy. The effective date of the revival is when these requirements are met and approved by us, at our sole discretion.

No benefit shall be payable by us with respect to a Member for an insured event occurring while the Coverage is lapsed and prior to the effective date of the revival.

For policies continuing on a reduced paid up basis (RPU basis), the RPU sum assured will be determined on the basis of the surrender value as on the due date of the first unpaid premium, the attained age of the life insured, and the single premium rates

**4. Termination of Cover**

Coverage will terminate at the earliest of:

- the date on which the revival period ends;
- the Coverage Term expiry date mentioned in Member Data List;
- the date we accept surrender request by the Member;
- the date of death of the member.
- the date of prepayment/foreclosure of loan/saving scheme, subject to the continuation of Coverage provision.
- the date of payment of free look cancellation amount.

**5. Termination of policy by Policyholder**

The policyholder can terminate the policy anytime after the inception of the policy with a 30 day notice. When the policyholder exercises the option to terminate the policy the scheme would be discontinued for both existing and new members (except for those members that choose to continue their cover). Surrender benefit as defined above will be paid. ABSLI or the policyholder can discontinue addition of new members to the policy by giving 30 days prior written notice. However, the policy and cover of existing members will continue.

**6. Adding a Member**

A new Member can be added to this Policy subject to our then current new business administration rules and us receiving satisfactory evidence of insurability with respect to the new Member.

The Coverage Effective Date for the new Member will be date coinciding with or immediately following the date all of the following requirements are met:

- We approve at our absolute discretion the addition of the new Member subject to satisfactory evidence of insurability; and
- The installment premium is paid in full.

ABSLI can discontinue addition of new Members by giving a 30 days notice to Policyholder of this effect.

**7. Continuation of Coverage**

The Member has the option to continue the Coverage for the unexpired Coverage Term in case of prepayment of the loan or foreclosure of the saving scheme; provided all the premiums have been paid and the Member provide request of continuance of Coverage to the Policyholder. If he/she does not opt for continuation, the Coverage will cease from date of repayment/foreclosure of the loan/saving scheme and surrender benefit if any will be paid.

Member has the option to continue their coverage in the event the master policyholder has surrendered the policy.

**8. Policy Loan**

This Policy does not offer policy loan facility.

SAMPLE

Not Applicable (as it is not a unit linked plan)

SAMPLE

---

---

**GENERAL PROVISIONS**

---

---

**1. Contract**

Your contract includes this Policy document; the application for the Coverage and any amendments agreed upon in writing after the Policy is issued. The contract also includes Member Data List, Certificate of Insurance, declarations given by the Policyholder and Members Insured, any medical report form and written statements and answers furnished as evidence of insurability. We are bound only by statements that are part of the contract. Only our authorized officers can agree to any change in the contract and then only in writing.

All the communication/ documents including the Policy document will be sent and issued in electronic form unless a specific request is received from You to issue the Policy Document in physical form. It shall be Your responsibility to confirm Your address, email ID (contact information) or update any change in such contact information.

This contract does not provide for participation in the distribution of profits or surplus declared by us.

**2. Currency and Place of Payment**

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

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

**3. Underwriting and Place of Medical Examination**

The Eligible Member has to complete the requirements necessary for the underwriting process within prescribed timelines set by ABSLI.

The cost of required medical tests will be borne by the ABSLI if all the medical tests are carried out through our empanelled medical service providers.

**4. Assignment**

Not allowed under this policy.

**5. Nomination**

Nomination will be governed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

For more details on the nomination, please refer to **Annexure A**.

**6. Claim Procedures**

The Policyholder/Nominee should notify the claim with proof of claim to the "Claims Department" at ABSLI at the nearest Aditya Birla Sun Life Insurance Company Limited or to the Claims Department at [BSLI.Notificationclaims@adityabirlacapital.com](mailto:BSLI.Notificationclaims@adityabirlacapital.com) and the claim documents to be simultaneously sent at the registered office or any branch of the ABSLI or at Aditya Birla Sun Life Insurance Company Limited, G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601.

We will be able to proceed with the claim intimation request only on receipt of the following mandatory claim documents -

For processing a claim under this policy the following documents are required as may be relevant:

Documents required to settle a claim are:

- In force Certificate of Insurance, issued at the inception of the Coverage
- Copy of Death Certificate issued by Municipal Authority / Gram Panchayat of the Member duly attested by Master Policyholder

- Death claim form duly filled by Master Policyholder
- Claimant's statement to be filled by the nominee of the Member
- Credit Account Statement
- Outstanding Loan Account Statement
- KYC of Beneficiary and KYC establishing relationship with Member
- Cancelled Cheque/Copy of Passbook detailing Account information for Electronic payment
- Medical Attendant's Certificate, if any

Additional Requirements: (Claims within 3 years from date of issue/Revival)

- Hospital or treatment records, if any (Self attested copy)
- Employer's Certificate, if applicable

In case of Unnatural / Accidental Death following additional requirements shall be called for, copies of which need to be attested with seal and signature of the Policyholder.

- First Information Report
- Post Mortem Report
- Final Police Inquest Report
- News Paper Cutting (if any)

ABSLI may request additional information or requirement to support a proof of claim along with proof of death/disability. If the information or requirements are not provided, benefits will not be payable till such information or requirements are received. However, ABSLI may waive any requirement in its sole discretion on such terms and conditions, as it deems appropriate.

In case you are unable to provide any or all of the above documents, in exceptional circumstances such as a natural calamity, we may at our own discretion conduct an investigation and subsequently settle the claim.

More details on the Turn Around Time (TAT) for claims settlement and brief procedure can be found on <https://lifeinsurance.adityabirlacapital.com/customer-service/service-tats>. For any further queries, You can call us at our toll free no. 1800 270 7000 or email us at Aditya Birla Capital - Life Insurance [BSLI.Notificationclaims@adityabirlacapital.com](mailto:BSLI.Notificationclaims@adityabirlacapital.com). The link for downloading claim form and list of documents required is <https://lifeinsurance.adityabirlacapital.com/customer-service/claim-procedure/online-claim/claim-forms-and-downloads>.

## **7. Policy Servicing**

All servicing related requests should be in writing and delivered to Us through any of the following modes:

- You can email us at [absli.grouphelpline@adityabirlacapital.com](mailto:absli.grouphelpline@adityabirlacapital.com)
- Visit Our nearest Branch Office

More details on the Turn Around Time (TAT) for processing any servicing related request can be found on <https://lifeinsurance.adityabirlacapital.com/customer-service/service-tats>. The link for downloading applicable forms and list of documents for servicing related request is <https://lifeinsurance.adityabirlacapital.com/group-insurance-policy>. For any further assistance that You may require, You can call us at our toll free no. 1800 270 7000.

## **8. Misstatement of Age or Gender**

If the gender and/or date of birth of the Member has been misstated and higher premium should have been paid, the shortfall in premium will be due immediately to the company together with interest since due date of shortfall as per then administrative rules of the company. If the misstatement of age or gender results in a lower premium, then we will refund the excess premiums paid without interest.

If at the correct age, the Member was not insurable under this Policy according to our requirements, we reserve the right to pay the premiums received towards the policy and terminate the policy.

**9. Suicide**

We will refund 80% of the premiums paid to date (excluding GST) in the event the member dies by suicide, whether medically sane or insane, within one year after the coverage issue date. In case member dies by suicide, whether medically sane or insane within one year of the reinstatement date of the policy we shall pay the higher of surrender value as on the date of death or 80% of premiums paid to date.

**10. Taxation**

The income tax benefits on your Policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time. As per the applicable laws and any amendments made thereto from time to time, we reserve the right to:

- deduct or withhold tax as the case may be;
- recover levies, taxes, cess and duties including but not limited to GST from you or adjust the same from the amounts paid by you or accrued or payable to you under the Policy.

**11. Fraud and Misrepresentation**

As per provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

For more details on Section 45 of the Insurance Act, 1938 please refer to **Annexure B**.

**12. Electronic Transactions**

You will comply with all the terms and conditions with respect to all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centre, tele-service operations or by other means of telecommunication established by Us or on Our behalf, for and in respect of the Policy or services, which will constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities.

**13. Legislative Changes**

The terms and conditions under this Policy including the premiums and benefits payable are subject to variation in accordance with the applicable laws and regulations.

**14. Governing Laws**

This policy shall be interpreted in accordance with and governed by the laws of India and only competent courts at the place of issue of this policy shall have jurisdiction to entertain legal action.



### **Grievance or Complaint**

You may register your grievance or complaint with our Grievance Officer at Customer Care Unit / Aditya Birla Sun Life Insurance Company Ltd . at G- Corp Tech Park, 5<sup>th</sup> & 6<sup>th</sup> Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email: [care.lifeinsurance@adityabirlacapital.com](mailto:care.lifeinsurance@adityabirlacapital.com).

You can contact the Grievance Redressal Officer on the details provided on <https://lifeinsurance.adityabirlacapital.com/grievance-redressal>

In case You are dissatisfied with the decision of the above office or have not received any response within 07 days, You may contact Head Service Assurance at Customer Care Unit, / Aditya Birla Sun Life Insurance Company Ltd. / at G- Corp Tech Park, 5<sup>th</sup> & 6<sup>th</sup> Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call Our toll free no. 1-800-270-7000 (Timings: Daily 10 a.m. to 7 p.m.) on WhatsApp no. 8828800040 or email: [grievance.lifeinsurance@adityabirlacapital.com](mailto:grievance.lifeinsurance@adityabirlacapital.com)

The complaint should be made in writing duly signed or through email by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant.

If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register your complaint online at <https://bimabharosa.irdai.gov.in>

By Phone : 155255 or 1800 4254 732

Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell  
4<sup>th</sup> Floor, Sy No. 115/1, Financial District,  
Nanakramguda, Gachibowli, Hyderabad – 500032

Ph: (040) 2020400

### **Insurance Ombudsman**

In case you are dissatisfied with the decision/resolution of the company, you may approach the Insurance Ombudsman located nearest to you The details of the existing offices of the Insurance Ombudsman are provided in Appendix-I below. You are requested to visit <http://www.cioins.co.in/Ombudsman> for updated details. The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

- (a) Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act,1999
- (b) Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- (c) Disputes over premium paid or payable in terms of insurance Policy;
- (d) Misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
- (e) Legal construction of insurance policies insofar as the dispute relates to claim;
- (f) Policy servicing related grievances against insurers and their agents and intermediaries;
- (g) Issuance of life insurance Policy, general insurance Policy including health insurance Policy which is not in conformity with the proposal form submitted by the proposer;
- (h) Non-issuance of insurance Policy after receipt of premium in life insurance and general insurance including health insurance; and

- (i) Any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the Policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).

As per provision 14(3) of the Insurance Ombudsman Rules 2017, the complaint to the Ombudsman can be made only if:

- the complainant has made a representation in writing or through electronic mail or online through website of 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;
- 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.

#### **Risk Factors / Disclaimers**

Aditya Birla Sun Life Insurance Company Limited (ABSLI) underwrites this Policy. This is a non-participating group credit life insurance plan. All terms & conditions are fully guaranteed throughout the policy term. ABSLI reserves the right to recover levies such as GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you.

Tax benefits are subject to changes in the tax laws.

**NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY DOCUMENT, THE PROVISIONS HEREIN SHALL STAND ALTERED, AMENDED, MODIFIED OR SUPERCEDED TO SUCH EXTENT AND IN SUCH MANNER AS MAY BE REQUIRED BY ANY CHANGE IN THE APPLICABLE LAW (INCLUDING BUT NOT LIMITED TO ANY REGULATIONS MADE OR DIRECTIONS / INSTRUCTIONS OR GUIDELINES ISSUED BY THE IRDAI) OR ANY OTHER COMPETENT AUTHORITY OR AS MAY BE NECESSARY UNDER A JUDGEMENT OR ORDER /DIRECTION/ INSTRUCTION OF A COURT OF LAW.**

**Appendix - I  
List of Ombudsman\***

<b>Office Details</b>	<b>Jurisdiction of Office (Union Territory, District)</b>
<p><b>AHMEDABAD - Shri Collu Vikas Rao</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU – Shri Vipin Anand</b> Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N- 19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL – Shri R M Singh</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a></p>	<p>Madhya Pradesh Chattisgarh.</p>
<p><b>BHUBANESHWAR - Shri Manoj Kumar Parida</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a></p>	<p>Orissa.</p>
<p><b>CHANDIGARH - Shri Atul Jerath</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a></p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI - Shri N Sankaran</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453,</p>	<p>Tamil Nadu, Tamil Nadu</p>

Office Details	Jurisdiction of Office (Union Territory, District)
<p>Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a></p>	<p>PuducherryTown and Karaikal (which are part of Puducherry).</p>
<p><b>DELHI - Ms. Sunita Sharma</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a></p>	<p>Delhi &amp; Following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>
<p><b>GUWAHATI - Shri Somnath Ghosh</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a></p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD - Shri N Sankaran</b> 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 - 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a></p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p><b>JAIPUR – Shri Rajiv Dutt Sharma</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a></p>	<p>Rajasthan.</p>
<p><b>KOCHI- Shri Girish Radhakrishnan</b> 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011Tel.: 0484 - 2358759  Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a></p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p><b>KOLKATA - Ms Kiran Sahdev</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a></p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>

Office Details	Jurisdiction of Office (Union Territory, District)
<p><b>LUCKNOW - Shri. Atul Sahai</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a></p>	<p>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.</p>
<p><b>MUMBAI –Ms. Susmita Mukherjee</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30 /31 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a></p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA - Shri Bimbadhar Pradhan</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a></p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA - Ms Susmita Mukherjee</b>  Office of the Insurance Ombudsman,  2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068  Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a></p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE - Shri Sunil Jain</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a></p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

\*For updated list of Ombudsman please refer to the website at <http://www.cioins.co.in/Ombudsman>

**ANNEXURE A**

**Section 39 - Nomination by Policyholder**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by the Insurance Laws (Amendment) Act, 2015. 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 commencement of the Insurance Laws (Amendment) Act, 2015.

- 16.If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17.The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after the Insurance Laws (Amendment) Act, 2015, 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 of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details.]***

SAMPLE

**ANNEXURE B**

***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 by the Insurance Laws (Amendment) Act, 2015 are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policywhichever is later.
2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policywhichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

***[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details.]***