

### GENERAL

In this contract, "you" or "your" will refer to the owner of this policy and "we", "us", "our", "insurer" or "the company" will refer to Birla Sun Life Insurance Company Limited, or any of its successors.

This is a Unit Linked Group Insurance Policy. The actual payment of benefits in this policy will vary based on the actual performance of the investment fund/s offered under this policy and as selected by you

Please read this policy document carefully.

### IRDA of India PRIOR APPROVAL

Unless specifically stated otherwise, we reserve the right to increase each charge applicable to your policy at any time. We, however, need to get prior approval from the Insurance Regulatory and Development Authority of India (IRDAI) before such charge increase is effective.

### DEFINITIONS

**"member(s)"** refers to the person(s) who are member(s) of the master policyholder's scheme and are covered by this policy.

**"member account"** means the individual account maintained for each member under the policy

**"membership anniversary"** corresponds to the date after a year from the date member is accepted as member of the scheme and every anniversary thereafter.

**"membership year"** refers to a period of twelve months commencing on membership anniversary.

**"policy anniversary"** corresponds to the date after a year from the policy effective date and every anniversary thereafter.

**"policy issue date"** means the date on which this Policy is issued by the company.

**"policy effective date"** means the date on which your rights and benefits under this Policy begin, as shown in Your Policy Details.

**"policy year and policy month"** – are measured from the policy effective date and are periods of twelve calendar months and one calendar month, respectively.

**"monthly processing date"** correspond to the date the life insured is accepted as member of the scheme and every corresponding monthly date thereafter.

BSLI GSP

Ver 1/March/2015

POL/3/14-15/7930

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### POLICY VALUE PROVISIONS

#### Policy Premium

Your Policy Schedule shows initial premium and premium paying mode. This policy is effective only once the initial premium has been credited to one of our bank accounts.

Your policy will be managed with member accounts for each covered member. Premiums received will be applied to purchase units in the investment funds as per the investment options and premium allocation percentage then in effect. Based on our then current administrative rules, you can provide specific written instructions with regards to which member account a particular premium is to be applied. Premiums received will be converted into units for each account and tracked separately.

#### Premium Allocation Percentage

Depending on the investment option selected by you - Self-Managed Option or LifeCycle Option, the premium allocation percentage specifies the percentage of each premium that will be allocated to a particular investment fund. Premiums received will be converted into units in respect of each member of the group

#### Policy Fund Value

The Policy Fund Value is at all times equal to the sum of the number of units allocated to each investment fund multiplied by their respective unit price prevailing at that time.

#### Partial Withdrawals

Partial withdrawals are not allowed under this policy.

### POLICY BENEFIT PROVISIONS

#### Guaranteed Additions

While the membership is in effect, guaranteed additions will be added to each member account. The amount credited to the member account on each policy anniversary is calculated as the average of the member fund value on the twelve monthly processing dates immediately preceding the policy anniversary, multiplied by the below mentioned rates:

Total Average Policy Fund Value (Rs. Crore) of all member accounts in the policy	Guaranteed Additions Rate
Less than 1	0.00%
1 to less than 5	0.25%
5 to less than 20	0.35%
20 to less than 50	0.45%
50 and above	0.50%

#### Additional Allocation Option

You can choose to take additional allocation upon which we will allocate additional amounts to the member accounts for all contributions received in the first year. The additional allocation will be recovered annually for a fixed time period as given below:

Additional Allocation (as% of first year contribution)	Recovery per annum as a percentage of the first year contributions	Years to Recovery
1%	0.6%	2
2%	0.6%	4
3%	0.6%	6
4%	0.6%	8
5%	0.6%	10

Additional allocation will be allocated only after the free look period is over. If the policy is surrendered or the member transfers their fund out of the policy before the end of the recovery period, the unrecovered additional allocations will be deducted from the member fund value before payout.

#### Death Benefit

Your Policy Schedule shows the minimum Death Benefit applicable to your policy.

If the member dies while the policy is in effect, the Death Benefit payable will be higher of;

- 100.1% of the member's total contributions received, or
- Member Fund Value

The Death Benefit shall always be determined as on the date we receive intimation of death of the member.

#### Vesting Benefit

Your Policy Schedule shows the minimum Vesting Benefit applicable to your policy.

Vesting will be as per the scheme rules, upon which we will be pay the higher of:

- 100.1% of the member's total contributions received, or
- Member Fund Value

On vesting date, the member shall be entitled to commute to the extent allowed under the Income Tax laws and to utilize the residual amount to purchase an annuity from BSLI or any insurer permitted by the then prevailing regulations.

#### Other Benefits

Member exits are only permissible as per the scheme rules and should a member exits for any reason other than death or vesting, we will pay the Member Fund Value, less unrecovered additional allocation, if applicable.

#### Surrender Benefit

The policy can be surrendered at any time during the policy term for its surrender value. Upon surrender we will pay the Policy Fund Value, less unrecovered additional allocation, if applicable.

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**POLICY PROVISIONS**

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**Free-look Period**

You will have the right to return your policy to us within 15 days from the date of receipt of the policy, 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 to IRDA of India (Protection of Policyholders Interest) Regulations, 2002.

**Policy Loans**

Not Allowed

**Automatic Termination**

Should the Policy Fund Value fall below the minimum premium, you will be given 90 days to make contributions in order to bring the Policy Fund Value back up to this minimum level. Should you not exercise this right, the policy will be surrendered. The current minimum premium is Rs 10,000, which may change in future subject to prior IRDA of India approval.

**Termination of Policy**

Your policy will terminate at the earliest of:

- (a) the date of payment of the surrender value, if any
- (b) the date the Policy Fund Value falls below the minimum premium, and is not increased above this level within 90 days (automatic termination).

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**POLICY CHARGES**

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***Premium Allocation Charge***

There is nil premium allocation charge. Premiums received will be converted into units in respect of each member of the group

***Fund Management Charge***

The daily unit price of each investment fund is adjusted to reflect the fund management charge. This may be increased by us in the future subject to IRDA of India approval and maximum up to 1.35% per annum.

The current fund management charge on:

- Group Money Market, Group Short Term Debt, Group Gilt, Group Fixed Interest, Group Bond, Group Secure, Group Stable is 1.00% p.a..
- Group Growth Maximiser is 1.35% p.a

***Surrender Charge***

No surrender charge is applicable under this policy. However, in case if you have selected the Additional Allocation Option and if the policy is surrendered before the end of the recovery period, the unrecovered additional allocations will be deducted from the policy fund value before paying the surrender value

***Mortality Charge***

No mortality charge is applicable under this policy

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### INVESTMENT FUND PROVISIONS

#### Investment Option

You have two investment options to choose from – Self-Managed Option or Life Cycle option for each of your members.

The following investment funds are currently offered under your policy:

- Self-Managed Option – Group Money Market, Group Short Term Debt, Group Gilt, Group Fixed Interest, Group Bond, Group Secure and Group Stable.
- LifeCycle Option – Group Growth Maximiser and Group Fixed Interest

For the Self Managed Option, you may allocate your premium minimum of 5% and maximum of 100% to each investment fund available in your contract. The premium allocation percentage to each investment fund must be in increments of 5% and the total percentage across all investment funds must be 100%.

You may request in writing to change your premium allocation percentage by using the premium redirection facility any time when your policy is in effect. Once received by us, your change request will apply to all policy premiums received by us from that date onwards.

On the policy anniversary after a member has less than five years to vesting, we will automatically transfer the entire member's fund into the Group Bond Fund and it cannot be switched out of this fund. On the policy anniversary after a member has less than two years to vesting, we will transfer the whole of the member's fund into the Group Money Market Fund. Again, these funds cannot be switched out of this fund by the Policyholder.

If you have opted for the LifeCycle Option then, we will allocate your premium in Group Growth Maximiser and Group Fixed Interest fund in a predetermined proportion based on the selected risk profile and the remaining years to vesting when the contribution is received.

On each subsequent policy anniversary, the fund will be automatically rebalanced between these fund options according to then applicable percentages.

The proportion invested in Group Growth Maximiser will be according the given schedule - the remaining amount will be invested in Group Fixed Interest.

Years to Vesting	Risk Profile	
	Moderate	Conservative
26 – 30	75%	50%
21 – 25	60%	40%
16 – 20	45%	30%
11 – 15	30%	20%
6 – 10	15%	10%
1 – 5*	0%	0%

*Years to vesting refers to the number of years remaining to vesting as given in the scheme rules.*

\*On the policy anniversary after a member has less than five years to vesting, we will automatically transfer the entire member's fund into the Group Bond Fund and it cannot be switched out of this

fund. On the policy anniversary after a member has less than two years to vesting, we will transfer the whole of the member's fund into the Group Money Market Fund. Again, these funds cannot be switched out of this fund by the Policyholder

You may request in writing to change your risk profile at any time during policy period. Once received by us, your change request will apply to all Policy Fund Value and all the premiums received by us from that date onwards. The request for change in risk profile is currently free of cost.

You have the option to choose any of the investment options for your member and it can differ for members within a group. The facility of switching from Self-Managed to LifeCycle Option can be availed of anytime but a switch from LifeCycle to Self-Managed is not allowed.

#### Investment Funds

Current investment Fund/s under this policy:

##### **a. Group Money Market Fund**

**Objective:** The primary objective of the Investment fund option is to provide reasonable returns, at a high level of safety and liquidity for capital conservation for the policyholder.

**Strategy:** To make judicious investments in high quality debt and money market instruments to protect capital of the policyholder with very low level of risk.

##### **b. Group Short Term Debt Fund**

**Objective:** This investment fund option helps to provide capital preservation at a high level of safety & liquidity through judicious investments in high quality short-term debt instruments.

**Strategy:** To actively manage the fund by building a portfolio of fixed income instruments with short-term duration. The quality & duration of the assets purchased would aim to minimize the credit risk & liquidity risk of the portfolio. Fund will maintain reasonable level of liquidity.

##### **c. Group Gilt Fund**

**Objective:** The investment fund option aims to deliver safe and consistent returns over a long term period by investing in Government Securities for capital preservation of the policyholder.

**Strategy:** To invest in government securities, maintaining a medium to long-term duration of the portfolio to achieve capital conservation.

##### **d. Group Fixed Interest Fund**

**Objective:** The investment fund option with full exposure in debt market instrument aims to achieve value creation at low risk over a long-term horizon by investing into high quality fixed interest securities.

**Strategy:** Active fund management at a medium level of risk by having entire exposure to government securities, corporate bonds maintaining medium to long-term duration of the portfolio to achieve capital conservation.

##### **e. Group Bond Fund**

**Objective:** The investment fund option aims to achieve capital preservation along with stable returns by investing in corporate bonds over medium-term period.

**Strategy:** To invest in high credit rated corporate bonds, maintaining a short-term duration of the portfolio at a medium level of risk to achieve capital conservation.

### f. Group Secure Fund

**Objective:** This investment fund option helps build your capital and generate better returns at moderate level of risk, over a medium or long-term period through a balance of investment in equity and debt.

**Strategy:** To generate better return with moderate level of risk through active management of fixed income portfolio and focus on creating long term equity portfolio which will enhance yield of composite portfolio with low level of risk appetite.

### g. Group Stable Fund

**Objective:** This investment fund option helps you grow your capital through enhanced returns over a medium to long term period through investments in equity and debt instruments, thereby providing a good balance between risk and return. This fund is suitable for those who want to earn higher return on investment through balanced exposure to equity and debt securities.

**Strategy:** To earn capital appreciation by maintaining diversified equity portfolio and seek to earn regular return on fixed income portfolio by active management resulting in wealth creation for policyholders.

### h. Group Growth Maximiser Fund

**Objective:** To provide long term capital appreciation by actively managing a well-diversified equity portfolio of fundamentally strong blue chip companies. The fund will seek to provide a cushion against sudden volatility in the equities through some investments in money market instruments.

**Strategy:** To build & actively manage a well-diversified equity portfolio of value and growth driven stocks by following a research focused investment approach. While appreciating the high risk associated with equities, the fund would attempt to maximize the risk-return pay off for long-term advantage of the policyholders. The fund will also explore the option of having exposure to quality mid-cap stocks. The non-equity portion of the fund will be invested in good rated money market instruments & fixed deposits. The fund will maintain a reasonable level of liquidity.

The company will manage the investment mix of these investment funds according to Schedule A given in Part E

#### Investment Fund

An investment fund is a specific and separate fund managed for the exclusive interest of all policyholders sharing the same investment fund.

The company has sole discretion on the investment and management of each investment fund within the limits defined in Schedule A given below. The allocation of units in the investment fund under this policy is notional and is solely for the purpose of determining the Policy Fund Value.

#### Investment Risk

An investment by you in any investment fund is subject to market and other risks. Other than the explicit guarantees provided by us, there is no assurance that the objectives of any investment fund will be achieved.

The unit price of any investment fund may increase or decrease as per the performance of the financial markets. The past performance of any investment fund offered by us in this policy or otherwise does not indicate the future performance of any investment funds. The name/s of the investment fund/s and that of the policy do not in any way indicate the quality of the returns that can be expected from the investment fund/s.

The company will manage the investment mix of each investment Fund according to Schedule A given below.

#### Investment Fund Valuation

We usually determine the value of each investment fund at the end of every business day. The net asset value (NAV) is determined based on (the market value of investments held by the fund *plus* the value of any current assets *less* the value of any current liabilities & provisions) *divided by* the number of units existing at valuation date (before creation or redemption of any units)

This unit price will be published on our company's website.

#### Investment Fund Unit Allocation and Unit Redemption

On each business day, the cut-off time is 3 p.m. by which time we must have received and accepted your instructions to invest in, or encash units from an investment fund. Instructions accepted by us up to the cut-off time are executed using the unit price we determine at the end of that business day. Instructions accepted by us after the cut-off time will be executed using the unit price determined by us at the end of the next business day.

Instruction to invest is deemed accepted by us when we receive cash, demand draft or local cheque at any of our offices by duly authorized officials. For outstation cheque, instruction to invest is deemed accepted by us only on the day we receive credit in any of our bank accounts.

The number of units allocated equals the monetary amount invested in an investment fund divided by its unit price at that time. Units are allocated when we receive a premium or when we execute your request to switch units from another investment fund (as applicable to your policy).

The number of units redeemed equals the monetary amount encashed from an investment fund divided by its unit price at that time. Units are redeemed when we execute your request to switch units to another investment fund (as applicable to your policy).

On each monthly processing date, policy charges, if any will be recovered by redeeming units from all investment funds under your policy in proportion to their value at that time. In case a Guaranteed Addition is added to your policy, units will be allocated to all investment funds under your policy in proportion to their value at that time. For the purpose of this paragraph, we will use the latest unit prices available.

Termination of your policy, for any reason, will result in the redemption of all units in all investment funds under your policy at the time.

#### Investment Fund Additions and Closures

With the approval from the IRDA of India we may from time to time add new investment Funds under your policy. All provisions in this policy will continue to apply unless specifically stated otherwise. We will inform you of such addition no later than 60 days after it is made available under your policy.

With the approval from the IRDA of India we may at any time close an investment Fund available in your policy. We will inform you in writing of such closure no later than 60 days before we actually close the investment fund.

Unless specified otherwise, all Units in the investment Fund will be switched to the conservative investment Fund then available in your policy. Similarly, reference to the investment Fund being closed in your premium allocation percentage will be changed to refer to the most conservative investment fund then available in

your policy. Group Short Term Debt Fund is currently the conservative investment Fund. However, we can declare from time to time another investment fund as the most conservative in your policy.

### **Exceptional Circumstances**

For contributions or redemptions exceeding INR 5 crores, we reserve the right to suspend the valuation, allocation and/or redemption of units for up to 30 days under the following exceptional circumstances:

- When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the Fund are closed otherwise than for ordinary holidays.
- When, as a result of political, economic, monetary or any circumstances out of the control of the Company, the disposal of the assets of the Fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining Policyholders.

- During periods of extreme market volatility during which Surrenders and Switches would be detrimental to the interests of the remaining Policyholders.
- In the case of natural calamities, strikes, war, civil unrest, riots and bandhs.
- In the event of any force majeure or disaster that affects the normal functioning of the Company.
- If so directed by the IRDA

In such events, we shall give a written notice to the policyholder within 48 hours of taking the decision to suspend valuation, allocation and/or redemption of units. Regular updates will be provided to the policyholder till the time we resume normal business activities. We will also inform the IRDA in such circumstances.

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### Schedule A

List of Investment Fund/s available under this policy

Investment Fund	Segregated Fund Identification No.	Risk Profile	Asset Allocation *	Min.	Max.
Group Money Market	ULGF00824/08/04BSLIGRMMKT109	Very Low	Debt Instruments	20%	100%
			Money Market & Cash	0%	80%
			Equities & Equity Related Securities	0%	0%
Group Short Term Debt	ULGF01322/09/08BSLGSHTDBT109	Very Low	Debt Instruments	20%	100%
			Money Market & Cash	0%	80%
			Equities & Equity Related Securities	0%	0%
Group Gilt	ULGF00630/05/03BSLIGRGILT109	Low	Debt Instruments	60%	100%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	0%	0%
Group Fixed Interest	ULGF00416/07/02BSLGFIXINT109	Low	Debt Instruments	60%	100%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	0%	0%
Group Bond	ULGF00530/05/03BSLIGRBOND109	Medium	Debt Instruments	60%	100%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	0%	0%
Group Secure	ULGF00212/06/01BSLGSECURE109	Medium	Debt Instruments	40%	90%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	10%	20%
Group Stable	ULGF00312/06/01BSLGSTABLE109	High	Debt Instruments	25%	80%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	20%	35%
Group Growth Maximiser	ULGF01525/02/10BSLIGRMAXI109	High	Debt Instruments	0%	20%
			Money Market & Cash	0%	20%
			Equities & Equity Related Securities	80%	100%

\* In each Investment Fund the Short Term Debt Instruments (Money Market, Mutual Fund & Cash) asset allocation will not exceed 40%. Money Market Instruments are debt instruments of less than one year maturity. It includes collateralised borrowing & lending obligation, certificate of deposits, commercial papers etc. Investment in Money Market Instrument supports for better liquidity management.

### **GENERAL PROVISIONS**

#### **Contract**

Your contract includes this policy document, the application for the policy and any amendments agreed upon in writing after the policy is issued. The contract also includes declarations given by the policyholder 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.

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

#### **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.

#### **Assignment**

Allowed as per the provisions of Section 38 of the Insurance Act, 1938 and as amended from time to time.

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

#### **Nomination**

Allowed as per the provisions of Section 39 of the Insurance Act, 1938 and as amended from time to time.

It is responsibility of the policyholder to maintain the nominee details under this policy and to pay the benefit amount to the nominee. We will not recognize a nomination unless we receive nominee details along with the claim forms.

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

#### **Claim Procedures**

For processing a claim (be it on vesting or death) under this policy the following documents are required as may be relevant:

For Vesting Benefit:

- Inforce Certificate of Insurance
- Discharge Summary duly attested by the policyholder
- Claimant's statement

For Death Benefit:

- Inforce Certificate of Insurance
- Claimant's statement
- Death Certificate (only in the case of the death of the life insured)
- Medical Attendant's Certificate
- Employer's Certificate, if applicable

- Discharge Summary duly attested by the policyholder
- Copies of Medical Reports of last and previous hospitalizations, if any
- For accident cases – First Information Report, Post Mortem Report and Police Inquest Form

You shall also provide us with any other relevant information/document as may be required by us preferably within 90 days from the date of request.

For claiming the benefits you can download the claim request documents from our website [www.insurance.birlasunlife.com](http://www.insurance.birlasunlife.com) or contact us.

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.

#### **Member Register**

You are responsible to maintain a register of members covered in prescribed format. We reserve the right to inspect the register of members at any time.

#### **Discharge Receipt**

A receipt signed by the policyholder or any person authorized in writing by the master policyholder shall be good, valid and sufficient discharge with respect to any payments made by us under this policy

#### **Taxation**

The income tax benefits on your policy will be as per 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; and
- recover levies, taxes, cesses and duties including but not limited to service tax from you or adjust the same from the amounts paid by you or accrued or payable to you under the policy.

#### **Fraud and Misrepresentation**

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

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

### Grievance or Complaint

You may register your grievance or complaint with our **Head Customer Response & Resolution** at Customer Care Unit / Birla Sun Life Insurance Company Ltd./ One Indiabulls Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, SenapatiBapatMarg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email: [customerservice@birlasunlife.com](mailto:customerservice@birlasunlife.com).

In case you are dissatisfied with the decision of the above office or have not received any response with 10 days, you may contact **Head Service Assurance** at Customer Care Unit / Birla Sun Life Insurance Company Ltd. / One Indiabulls Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, SenapatiBapatMarg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email: [grievances@birlasunlife.com](mailto:grievances@birlasunlife.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.

### Risk Factors / Disclaimers

This policy is underwritten by Birla Sun Life Insurance Company Limited (BSLI). This is a non-participating fund based linked group plan. Birla Sun Life Insurance - BSLI Superannuation Plan - Self Managed Option, LifeCycle Option are only the names of the Company, Policy and Investment Options and do not in any way indicate their quality, future prospects or returns. The names of the funds offered in this plan do not in any way indicate their quality, future prospects or returns. The policy charges mentioned above are applicable to the base policy. Unless specifically stated as guaranteed, policy charges can be modified by the company subject to the specified limits and prior IRDA approval.

**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 IRDA OF INDIA) OR ANY OTHER COMPETENT AUTHORITY OR AS MAY BE NECESSARY UNDER A JUDGEMENT OR ORDER /DIRECTION/ INSTRUCTION OF A COURT OF LAW.**

### Insurance Ombudsman

In case you are dissatisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman located nearest to you (please refer to Appendix I or visit our website [www.insurance.birlasunlife.com](http://www.insurance.birlasunlife.com)) if your grievance pertains to:

- insurance claim that has been rejected or dispute of a claim on legal construction of the policy;
- delay in claim settlement;
- dispute with regard to premium; or
- non-receipt of your policy document.

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

- only if the grievance has been rejected by the grievance redressal machinery of the insurer;
- within a period of one year from the date of rejection by the insurer; and
- if it is not simultaneously under any litigation.

**List of Ombudsman**

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <b><u>AHMEDABAD-380 014.</u></b> Tel.:- 079-27546840 Fax : 079-27546142 Email : ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, JanakVihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b><u>BHOPAL(M.P.)-462 023.</u></b> Tel.:- 0755-2569201 Fax : 0755-2769203 Email : bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <b><u>BHUBANESHWAR-751 009.</u></b> Tel.:- 0674-2596455 Fax : 0674-2596429 Email : ioobbsr@dataone.in	Orissa
<b>CHANDIGARH</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, <b><u>CHANDIGARH-160 017.</u></b> Tel.:- 0172-2706468 Fax: 0172-2708274 Email : ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
<b>CHENNAI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, FathimaAkhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b><u>CHENNAI-600 018.</u></b> Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email : chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>NEW DELHI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b><u>NEW DELHI-110 002.</u></b> Tel.:- 011-23239633 Fax : 011-23230858 Email : iobdelraj@rediffmail.com	Delhi & Rajasthan
<b>GUWAHATI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, “JeevanNivesh”, 5 <sup>th</sup> Floor, Near PanbazarOverbridge, S.S. Road, <b><u>GUWAHATI-781 001 (ASSAM).</u></b>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

	<p>Tel.:- 0361-2132204/5                  Fax : 0361-2732937                  Email : ombudsmanghy@rediffmail.com</p>	
<b>HYDERABAD</b>	<p>Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  6-2-46, 1<sup>st</sup> Floor, Moin Court,                  A.C. Guards, Lakdi-Ka-Pool,  <u><b>HYDERABAD-500 004.</b></u>                  Tel : 040-65504123                  Fax: 040-23376599                  Email : insombudhyd@gmail.com</p>	<p>Andhra Pradesh, Karnataka and                  UT of Yanam – a part of the UT of                  Pondicherry</p>
<b>KOCHI</b>	<p>Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  2nd Floor, CC 27/2603, Pulinat Bldg.,                  Opp. Cochin Shipyard, M.G. Road,  <u><b>ERNAKULAM-682 015.</b></u>                  Tel : 0484-2358759                  Fax : 0484-2359336                  Email : iokochi@asianetindia.com</p>	<p>Kerala , UT of (a) Lakshadweep ,                  (b) Mahe – a part of UT of                  Pondicherry</p>
<b>KOLKATA</b>	<p>Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  4th Floor, Hindusthan Bldg. Annexe, 4,                  C.R.Avenue,  <u><b>Kolkatta – 700 072.</b></u>                  Tel: 033 22124346/(40)                  Fax: 033 22124341                  Email : iombsbpa@bsnl.in</p>	<p>West Bengal , Bihar , Jharkhand                  and UT of Andeman&amp; Nicobar                  Islands , Sikkim</p>
<b>LUCKNOW</b>	<p>Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  JeevanBhawan, Phase-2,                  6<sup>th</sup> Floor, Nawal Kishore Road,                  Hazaratganj,  <u><b>LUCKNOW-226 001.</b></u>                  Tel : 0522 -2231331                  Fax : 0522-2231310                  Email : insombudsman@rediffmail.com</p>	<p>Uttar Pradesh and Uttaranchal</p>
<b>MUMBAI</b>	<p>Insurance Ombudsman,                  Office of the Insurance Ombudsman,                  S.V. Road, Santacruz(W),  <u><b>MUMBAI-400 054.</b></u>                  Tel : 022-26106928                  Fax : 022-26106052                  Email : ombudsmanmumbai@gmail.com</p>	<p>Maharashtra , Goa</p>

## ANNEXURE A

### Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dated 26.12.2014. 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 there of 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 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.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the policy
  - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

**[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 for complete and accurate details. ]**

## ANNEXURE B

### 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 Insurance Laws (Amendment) Ordinance dtd 26.12.2014. 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 Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, 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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### ANNEXURE C

#### **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 Insurance Laws (Amendment) Ordinance dtd 26.12.2014 are as follows:

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

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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