

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.

Please read this policy document carefully.

DEFINITIONS

“**age**” – means age as at last birthday

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

“**Insurance Act**” – means the Insurance Act, 1938 as amended from time to time.

“**day**” in Hospital – means a period of a full 24 hours during a period of confinement. The first Day of confinement shall commence at the time of admission to the Hospital and each subsequent Day shall commence 24 hours after the commencement of the previous Day. In the event of the time of discharge of the Life Insured from the Hospital being more than 12 hours, but less than 24 hours from the end of the previous Day, then the Day of discharge shall also be regarded as a Day.

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

- Has qualified nursing staff under its employment round the clock;
- Has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
- Has qualified **medical practitioner(s)** in charge round the clock;
- Has a fully equipped operation theatre of its own where surgical procedures are carried out;
- Maintains daily records of patients and makes these accessible to the Insurer’s authorized personnel.

“**intensive care unit (ICU)**” means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated **medical practitioner(s)**, and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

“**medically necessary**” treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner;

- must confirm to the professional standards widely accepted in international medical practice or by the medical community in India.

“**hospitalization**” means admission in hospital for a minimum period of 24 In-patient care consecutive hours except for specified procedures/ treatments, where such admission could be for a period less than 24 consecutive hours.

“**pre-existing disease**” means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment within 48 months to prior to the first policy issued by the insurer.

“**An accident**” is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

“**injury**” means accidental physical bodily harm excluding **illness** or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a **medical practitioner**.

“**illness**” means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

“**acute condition**” means any disease, **illness** or **injury** that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery

“**medical bills**” any bill/receipt issued by a chemist or a hospital as an evidence of life insured incurring medical expenses or cost towards any treatment in a hospital while the policy is in effect. Such medical expenses would include costs of medical tests, medicines (Allopathic/Ayurvedic/homeopathy), consultation fees for physician/surgeon, dental/ ophthalmic/ orthopaedic treatments, room rent and boarding expenses in a hospital and any other health related expenses.

“**medical practitioner**” means a person who holds a valid registration from the Medical Council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license and who is neither the life insured himself nor related to the life insured by blood or marriage.

“**policy issue date**” is the date this policy is issued and your rights, benefits and risk cover begin, as shown in Your Policy Schedule.

“**policy renewal date**” is the date that corresponds with the policy issue date immediately after the expiry of the policy term.

“**policy year**” and “**policy month**” are measured from the policy issue date and are periods of twelve calendar months and one calendar month, respectively.

PREMIUM PROVISIONS

Policy Premium

Your Policy Schedule shows the annual premium, the premium paying term, premium paying mode, the Installment Premium and its due dates.

The policy premium is guaranteed for the policy term of five policy years and is payable on each installment premium due date each policy year.

Subject to the Premium Discontinuance provision, we must receive each installment premium on or before its due date in order for this contract to be valid and remain in effect.

POLICY BENEFIT PROVISIONS

Your Policy Schedule shows the Benefit Option chosen. The below mentioned benefits are payable if your policy is still in effect at the time the benefit is payable.

Daily Hospitalization Cash Benefit (DHCB)

In case a Life Insured is hospitalized for a period of more than 48 hours while this policy is in effect, we will be liable to pay the Daily Hospitalization Cash Benefit (DHCB) for each day of hospitalization retrospectively, subject to a limit on maximum benefit as given in Your Policy Schedule. The minimum period of hospitalisation to claim this benefit is 48 hours

In case the Life Insured is hospitalised in Intensive Care Unit (ICU), we will be liable to pay an additional 100% of the Daily Hospitalisation Cash Benefit (DHCB) for each day of stay in the intensive care unit (ICU), provided the life insured qualifies for the Daily Hospitalization Cash Benefit (DHCB) and subject to a limit on maximum benefit, as given in Your Policy Schedule.

Accidental Hospitalization Benefit (AHB)

On hospitalization of a Life Insured due to an accident, we will be liable to pay Accidental Hospitalization Benefit per day of hospitalization in addition to DHCB, provided the life insured qualifies for the Daily Hospitalization Cash Benefit (DHCB) and subject to a limit on maximum benefit, as shown in Your Policy Schedule.

Recuperative Benefit (RB)

In case a Life Insured is hospitalized for a period of 10 or more consecutive days and where the Daily Hospitalization Cash Benefit is payable by us for the same hospitalization, we will be liable to pay an additional Recuperative Benefit per life after being discharged from the hospital, subject to a limit on maximum benefit as given in Your Policy Schedule.

Death Benefit

There is no death benefit payable under this policy.

On death of the principal life insured the cover for the principal life insured will terminate and the next highest aged person covered under the policy will become the principal life insured and the policy will continue.

On death of any of the lives insured or a deletion request, the cover for the relevant life will terminate with the premium being reduced accordingly for the deceased/excluded life insured from the next premium due date and the cover for remaining insured lives will continue. New premium rates for the remaining lives will be determined on next renewal date after the expiry of the current term of the policy in relation to the new principal life and secondary lives only.

Maturity Benefit

This policy does not provide any maturity benefit.

Surrender Benefit

This policy does not provide any surrender benefit.

POLICY PROVISIONS

Free-look Period

You will have the right to return the policy within 15 days (30 days in case the policy issued under the provision of IRDAI Guidelines on Distance Marketing⁽¹⁾ of Insurance products) from the date of receipt of the policy. We will refund the premium paid once we receive your written notice of cancellation (along with reasons thereof) together with the original policy documents. We will deduct expenses incurred by us on medical examination and stamp duty charges while issuing the policy in accordance to IRDAI (Protection of Policyholders Interest) Regulations, 2002.

This option will be available on policy renewal also after the expiry of the policy term.

⁽¹⁾Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through voice mode, SMS electronic mode, physical mode (like postal mail) or any other means of communication other than in person.

Premium Discontinuance

If you are unable to pay the installment premium by the due date, you will be given a grace period of 30 days during which time all benefits under the policy will continue.

If we do not receive the entire installment premium by the end of the grace period, then all insurance under the policy will cease immediately and the policy will be deemed lapsed and terminated. The lapse date is the date the first unpaid premium was due.

Revival

The policy can be reinstated for its full coverage within two years from the first unpaid premium due date. This can be done as per board approved underwriting policy subject to satisfactory completion of fresh underwriting and a 90-day waiting period will be applied from the date of revival on the same terms as at original policy issue.

No benefit shall be payable by us for any hospitalization occurring while the policy is lapsed and prior to the effective date of the revival.

Policy Renewals

At the end of the policy term, the policyholder will have option to renew the policy for another term of 5 years. On policy renewal date, the premium rates as applicable to then attained age of life insured/s will be applicable. We reserve the right to revise the premium rates at the time of renewal subject to prior IRDAI approval. We will intimate you about the revised premium amount for each life insured 60 days prior to the policy renewal date.

After the completion of policy term, the policyholder will be given a period of 30 days during which time all insurance under the policy will continue. If the premium is not received within those 30 days, then all insurance under the policy will cease immediately and the policy will be deemed lapsed and terminated

The policy can be reinstated for its full coverage within two years from the first unpaid premium due date. This can be done as per board approved underwriting policy subject to satisfactory completion of fresh underwriting and a 90-day waiting period will be applied from the date of revival on the same terms as at original policy issue.

Policy Loan

This policy does not provide any loan facility.

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

SAMPLE

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 policy owner, 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.

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

Waiting Period

A waiting period of 90 days from the policy issue date of the policy is applicable for all benefits payable under this cover except for claims due to any accident. This is not applicable at policy renewal but waiting period is applicable if policy is reinstated or renewed after the expiry of the grace period.

Midterm Inclusions

You will not be allowed any midterm inclusions during the policy term. Joining due to new birth, adoption or marriage will only be allowed at the next policy anniversary subject to the number of lives insured not exceeding 4 adults or 2 children. Joining will be subject to the underwriting process as at policy issuance.

Policy and Age Limits

Once the total benefit payment reaches to the limit on maximum benefit; either for a policy year or for the policy term, the benefits cover under the policy ceases for rest of the policy year or policy term for that particular life.

When the principal life insured reaches age 100 last birthday or dependent child reaches age 22 last birthday, the cover for that life will continue until the completion of that policy year, thereafter it shall terminate. In the former case, the next highest aged insured person will become the principal life insured and the cover for remaining lives will continue.

On death of any of the lives insured or a deletion request, the cover for the relevant life will terminate with the premium being reduced accordingly for the deceased/excluded life insured from the next premium due date and the cover for remaining insured lives will continue. New premium rates for the remaining lives will be determined on next renewal date after the expiry of the current term of the policy in relation to the new principal life and secondary lives only.

Exclusions

We shall not be liable to make any payment, if hospitalization or claims are attributable to, or based on, or arise out of, or are directly or indirectly connected to any of the following

- Pre-Existing Illness
 - Pre-Existing Diseases unless there is full disclosure of the illnesses and accepted by BSLI as per Board-approved Underwriting Policy. For the purpose of this exclusion the Pre-existing Illness shall not include any congenital disease or deformity. Where there has been full disclosure of the illnesses and accepted by BSLI as per Board-approved Underwriting Policy, the waiting period for such illnesses shall be lesser of 90 days from the risk

commencement date or 48 months from the date of occurrence of that pre-existing illness as specified in Section 17 of Schedule I of the Health Insurance Regulation, 2013

- Hospitalisation which is not medically necessary (as defined earlier).
- Elective surgery or treatment which is not medically necessary;
- Treatment for weight reduction or weight improvement regardless of whether the same is caused (directly or indirectly) by a medical condition; Study and treatment of sleep apnoea;
- Any dental care or surgery of cosmetic nature, extraction of impacted tooth/teeth, orthodontics or orthognathic surgery, or tempero-mandibular joint disorder except as necessitated by an accidental injury;
- Treatment for infertility or impotency, sex change or any treatment related to it, abortion, sterilization and contraception including any complications relating thereto;
- Hospitalisation for treatment arising from pregnancy and it's complications which shall include childbirth or miscarriage and ectopic pregnancy;
- Hospitalisation primarily for diagnosis, X-ray examinations, general physical or medical check-up not followed by active treatment during the hospitalisation period;
- Stay in hospital where no active treatment is given by specialist medical practitioner (as defined earlier); *where active treatment means treatment which is Medically Necessary and is directed to the cure of the disease or injury*
- Experimental or unproven procedures or treatments, devices or pharmacological regimens of any description (not recognized by Indian Medical Council) or hospitalisation for treatment under any system other than allopathy;
 - Here, **Experimental or unproven procedure and treatment** means any treatment, including drug Experimental therapy, which is not based on established medical practice in India
- Treatment of any mental or psychiatric condition e.g. insanity, mental or nervous breakdown / disorder, depression, dementia, Alzheimer's disease bi-polar disorders, schizophrenia
- Treatment at institutions that do not fall within the scope of hospitals which include places for rest cures, convalescence cures, custodial care in a sanatorium. Homes for persons declared incapable of managing their own affairs, homes for the aged, alcoholics, drug addicts, mentally-disturbed persons and persons in need of care.
- Admission to a nursing home or home for the care of the aged unless related to the treatment of an acute condition;
- Treatment directly or indirectly arising from alcohol, drug or substance abuse and any illness or accidental physical injury which may be suffered after consumption of intoxicating substances, liquors or drugs;
- Treatment directly or indirectly arising from or consequent upon war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism, rebellion, active participation in strikes, riots or civil commotion, revolution, insurrection or military or usurped power;
- Sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS) and all illnesses or diseases caused by or related to the Human Immuno-deficiency Virus;
- Cosmetic or plastic surgery except to the extent that such surgery is necessary for the repair of damage caused solely by

accidental injuries; treatment of xanthelema, syringoma, acne and alopecia; circumcision unless necessary for treatment of a disease or necessitated due to an accident;

- Nuclear disaster, radioactive contamination and/or release of nuclear or atomic energy;
- Treatment for accidental physical injury or illness caused by intentionally self-inflicted injuries; or any attempts of suicide while sane or insane; or deliberate exposure to exceptional danger (except in an attempt to save human life);
- Treatment for accidental physical injury or illness caused by violation or attempted violation of the law with criminal intent;
- Treatment for accidental physical injury or illness caused by professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, and any other hazardous activities or sports unless agreed by special endorsement;
- Hospitalization where the life insured is a donor for any organ transplant;
- Any hospitalization outside of Republic of India

The Company shall not be liable to make any payment if hospitalization or claims are attributable to, or based on, or arise out of, or are directly or indirectly connected to any of the following:

- Hospitalization and/or treatment within the waiting period or
- Hospitalization and/or treatment following the diagnosis within the waiting period.

Where the cause of claim is an accident, no such waiting period applies.

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.

Nomination

Allowed 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 B**.

Assignment

Not allowed under this policy

Claim Procedures

You will need to contact the currently appointed TPA (Third Party Administrator approved by the IRDAI as a health service provider) for intimation and claim settlement and all claim related documents are to be sent to the TPA. The contact details of the TPA are provided in the welcome letter attached to this policy, which may change in future and in case of any change, the alternate arrangement will be conveyed to you well in time.

The TPA must receive written notice of any claim against Hospitalization Benefit within 30 days of discharge. The admission of such claims will be subject to satisfactory proof of Hospitalization of the Life Insured and that the Life Insured has undergone an eligible treatment and/or surgery. In order to verify the validity of a claim, we shall have the right to call for a medical examination of the Life Insured and request any additional proof and/or documents in support of the claim at our sole and absolute discretion. Valid claims will be payable only if hospitalization expenses has incurred in India.

Within thirty (30) days of being in receipt of the last requirement (document/ information), a decision to either accept or reject the claim would be taken and communicated to the insured. On delay in claim settlement for claim accepted cases, BSLI shall pay a penal interest on the claim amount as prescribed by IRDAI.

Before payment of any claim, we shall require as a minimum the following information:

- Policy number;
- Duly completed claim forms in our prescribed format; and
- Duly certified photocopy/duplicate of Hospital Discharge Card / Summary
- Medical evidence in the form of diagnostic reports, bills, prescriptions, any other document to support Hospital Admission / Surgery.

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 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, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email:

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, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email: 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.

If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Email ID: complaints@irda.gov.in

You can also register your complaint online at

<http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:
Consumer Affairs Department,
Insurance Regulatory and Development Authority of India,
9th floor, United India Towers, Basheer bagh,
Hyderabad – 500 029, Andhra Pradesh
Fax No: 91- 40 – 6678 9768

Factors / Disclaimers

This policy is underwritten by Birla Sun Life Insurance Company Limited (BSLI) and is a non-participating traditional health insurance plan. All terms & conditions are guaranteed throughout the policy term. BSLI reserves the right to recover levies such as the Service Tax levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you. Insurance is the subject matter of the solicitation.

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.

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) 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
AHMEDABAD	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel. : 079 - 27546150 / 27546139 Fax : 079 - 27546142 Email : bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, JeevanSoudhaBuilding,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel. : 080 - 26652048 / 26652049 Email : bimalokpal.bengaluru@gbic.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel. : 0755 - 2769201 / 2769202 Fax : 0755 - 2769203 Email : bimalokpal.bhopal@gbic.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel. : 0674 - 2596461 / 2596455 Fax : 0674 - 2596429 Email : bimalokpal.bhubaneswar@gbic.co.in	Orissa
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 Fax : 0172 - 2708274 Email : bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018 Tel. : 044 - 24333668 / 24335284 Fax : 044 - 24333664 Email : bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel. : 011 - 23239633 / 23237539 Fax : 011 - 23230858 Email : bimalokpal.delhi@gbic.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel. : 0361 - 2132204 / 2132205 Fax : 0361 - 2732937 Email : bimalokpal.guwahati@gbic.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 - 65504123 / 23312122 Fax : 040 - 23376599 Email : bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel. : 0141 - 2740363 Email : Bimalokpal.jaipur@gbic.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel. : 0484 - 2358759 / 2359338 Fax : 0484 - 2359336 Email : bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	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 : bimalokpal.kolkata@gbic.co.in	West Bengal, Bihar, Sikkim, Jharkhand, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel. : 0522 - 2231330 / 2231331 Fax : 0522 - 2231310 Email : bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabinagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI -	Office of the Insurance Ombudsman, 3rd Floor, JeevanSeva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel. : 022 - 26106552 / 26106960 Fax : 022 - 26106052 Email : bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Email : bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Etah, Bulandshehar, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
Pune.	Office of the Insurance Ombudsman, JeevanDarshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030 Tel. : 020 - 32341320 Email : bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

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 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.]

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 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.

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