

Canara HSBC Oriental Bank of Commerce Life Corporate Group Term Plan

UIN <\_\_\_\_\_ >

**PART A  
WELCOME LETTER**

<<Date>>

Type of intermediary	<< Direct/ Bancassurance/ Broker/ Agent/ Corporate Agent >>
Name	< from master proposal form >
Code/ branch code	<< ____ >>
Contact phone no.	<< _____ >>

<<Name and Address of MPH>>

**Subject: Canara HSBC Oriental Bank of Commerce Life Corporate Group Term Plan**

**<<Master Policy No.>>**

Dear Sir/Madam,

Thank You for choosing us as Your preferred insurance partner to provide Benefit to Your employees/Insured Members. Kindly go through the entire Master Policy Document to ensure that all details mentioned are correct. In case the policy terms and conditions are not agreeable to You then You can opt for a cancellation of Your Master Policy. If You decide to opt for cancellation, We would request You to send back this Master Policy contract along with the reason for non-acceptance within 15 days from receipt of this document or 30 days in case the Master Policy is sourced through Distance Marketing mode. The Premium to be refunded in case of Free-look cancellation shall be computed as follows: Premium(s) paid – (Pro-rata risk premium + Stamp duty + Medical expenses, if any).

For any discrepancy found in the above mentioned documents please write to Us at [grouphelpdesk@canarahsbclife.in](mailto:grouphelpdesk@canarahsbclife.in) or contact us on 1800-103-0003 or 1800-180-0003 (BSNL/MTNL) or SMS us at 97790-30003.

Yours Sincerely,

For Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited.

**Chief Operating Officer**

**(ii) Policy Preamble:**

This Master Policy document evidences a legal contract between You and Us which has been concluded on the basis of Your statements and declarations in the Master Proposal Form and other documents evidencing insurability of the Insured Members. We agree to pay the benefits, as stipulated in the Policy Schedule to the Master Policyholder on the basis of the statements, proposal, declarations and Premium along with taxes as applicable from the Master Policyholder on the assurance that the Master Policyholder has agreed to all the policy terms and conditions referred to in this Group Policy. The proposal, declaration and other information called for from the Master Policyholder and the Insured Members form the basis of this contract. If any of the details furnished to the Company are incorrect or incomplete, then the Policy will be void. The Benefits shall be paid only when the same are payable as per the stipulations in the Master Policy document. The Claimant/ Nominee needs to submit satisfactory proof of title and other applicable documents pertaining to the policy at Our offices for claiming the benefit. It is hereby further declared that this Policy shall be subject to the terms, conditions and privileges in this Master Policy Document and that the Policy Schedule and every endorsement placed on the Policy by Us shall be deemed to be a part of the Policy.

This is a non-linked group insurance product which provides for benefit(s) as per the Master Policy terms and condition.

These terms and conditions are divided into numbered Clauses for ease of reference and reading. These divisions and the corresponding Clause headings do not limit the Policy or its interpretation in any way. References to any Act, Regulation, Guidelines etc shall include subsequent changes to the same. The terms 'You', 'Your' used in this document refer to the Master Policyholder and shall include the Insured Member/Nominee/Claimant/Beneficiary for the purpose of payment of benefits. 'We', 'Us', 'Company', or 'Our' refers to Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. The word 'Authority' would refer to the Insurance Regulatory and Development Authority of India (IRDAI).

**Canara HSBC Oriental Bank of Commerce Life Corporate Group Term Plan**

UIN: < \_\_\_\_\_ >

**MASTER POLICY SCHEDULE**

**MASTER POLICY DETAILS:**

Proposal No:		Master Policy No:	
Master Policyholder:			
Address of Master Policyholder:			
Master Policy commencement date:		Annual Renewal Date:	
Plan Type:		Scheme Name:	
Minimum age at entry:		Maximum age at entry:	
Initial No. of Members covered:		Premium Mode:	
Sum Assured (in Rs.):		*Premium paid:	
Benefit Basis:			

<Product Specific Fields/Riders if any may be added>

\* Premium amount mentioned above is inclusive of service tax & education cess. Service Tax & education cess at the applicable rates would be charged on the Premium payable under the Master Policy.

Please read Your Policy Details carefully to verify that it correctly reflects the policy You applied for. In case of any discrepancies please return this Master Policy Document to Us for correction.

For. **Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

By:

Name: \_\_\_\_\_

Title: **Chief Operating Officer**

Note: \* Subject to Direct Credit / Realization of Demand Drafts

\* Premium Rounded up to two decimals

\* Service Tax Registration No: AADCC1881FST001.

Should You need any further assistance, please call Us on our Toll Free No.1800-103-0003 or 1800-180-0003 (BSNL/MTNL). You may also e-mail Us at [grouphelpdesk@canarahsbclife.in](mailto:grouphelpdesk@canarahsbclife.in) or SMS Us at 97790-30003.

## Endorsements

### First Premium Receipt

To: <<Name of MPH>>

This is to acknowledge receipt of Premium against above referred Master Policy Number, as per detail given below.

#### SUMMARY OF POLICY INFORMATION

Plan	Canara HSBC Oriental Bank of Commerce Life Insurance Corporate Group Term Plan
Basic Premium (in `)	
Service Tax @ .....% on Premium (in `)	
Edu. Cess @ .....% on Service Tax (in `)	
Secondary & Higher Cess @ .....% on Service Tax (in `)	
Total Premium (in `)*	
No. of initial members covered	

Should you need any further assistance, please call us on our Toll Free No.1800-103-0003 or 1800-180-0003 (BSNL/MTNL). You may also e-mail us at [grouphelpdesk@canarahsbclife.in](mailto:grouphelpdesk@canarahsbclife.in) or SMS us at 97790-30003.

Yours Sincerely,

Authorized Signatory

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

Note: \* Subject to Direct Credit / Realization of Demand Drafts

\*Premium rounded up to two decimals

Service Tax Registration No: AADCC1881FST001.

#### Stamp Endorsement

##### Master Policyholders Details:

Name of Master Policyholder		Master Policy No	
Plan	Canara HSBC Oriental Bank of Commerce Life Insurance Corporate Group Term Plan (UIN: 136N020V03)	Stamp Value (in `)	

**Insurance Stamps Affixed below:**

**PART B**  
**GLOSSARY OF IMPORTANT TECHNICAL AND LEGAL TERMS**

This document aims to explain certain technical and legal terms of the insurance policy in a simple and easy language.

Age (Last Birthday)	The Insured Member's age at his/her last birthday, as on the risk commencement date for that Insured Member.
Annual Renewal Date	Annual Renewal Date means the date of renewal of the Master Policy specified in the Master Policy Schedule.
Beneficiary	The person or persons who has/have been nominated by the Insured Member as beneficiary/beneficiaries and whose name or names has/have been entered by the Policyholder in the Register of Insured Members.
Benefit	Benefit means the benefit as defined in Clause 3 hereto which is payable by the Company to the Beneficiary of the Insured Member through the Master Policyholder upon the death of the Insured Member, as applicable, subject to terms and conditions of the Master Policy.
Claimant	Claimant shall mean the Nominee.
Cover End Date	The date of the expiry of Insurance Cover provided to the Insured Member under this Policy.
Effective Date of Coverage	The date specified towards the respective Insured Member in the Register of Insured Members on which the Insurance Cover for that respective Insured member under this Master Policy commences.
Exclusions	Specific conditions or circumstances for which the policy shall not provide any Benefits.
Insurance Cover	The cover effected hereunder on the life of the Insured Members.
Insured Event	The death of the Insured Member while this Master Policy is in force.
Insured Member	An individual who is covered under this Master Policy.
Misrepresentation	Act of making any kind of statement that does not in fact reflect its true nature.
Master Policy	Master Policy means the contract of insurance entered into between the policyholder and the insurer as evidenced by Master Policy Document.
Master Policy Document	Master Policy Document means and includes terms and conditions, the attached Policy Schedule, the Proposal Form and all endorsements issued by us from time to time.
Master Policyholder	The entity named as such in the Master Policy Schedule to whom this Policy has been issued by the Company.
Master Policy Commencement Date	The date of commencement of the Master Policy as specified in the Master Policy Schedule.
Master Proposal Form	It is an application form which is to be completed and signed by the proposer for

	securing a group insurance policy and forms the basis for issuance of the Master Policy.
Nomination	An act by which the Insured Member authorizes another person to receive the death benefit in the event of his/her death. Nomination shall be in accordance with Section 39 of the Insurance Act 1938 as amended from time to time.
Nominee(s)	The person(s) named in the policy who is/are entitled to receive the policy proceeds upon the death of the Insured Member.
Premium	The amount payable by the Master Policyholder to the Insurance Company in exchange for the Company's obligation to pay benefits upon the occurrence of the contractually-specified contingency.
Risk	The obligation assumed by the Company when it issues a policy.
Register of Insured Members	A register maintained by the Company or the Master Policyholder containing details of each Insured Member, including but not limited to name, age, gender, Sum Assured in respect of that Insured Member, risk commencement date, cover end date, < unique number of Certificate of Insurance > and any special conditions applicable to the Insured Member.
Sum Assured	The amount specified in the Register of Insured Members of the Master Policy which is payable as per the terms of the Master Policy upon the death of an Insured Member.
Surrender Value	The value payable to the Master Policyholder/Insured Member in the event of his/her deciding to terminate the policy before the maturity of the policy, subject to terms and conditions of the policy.

## PART C

### 1. Eligibility criteria for an Insured Member

- 1.1 A person shall be eligible to become an Insured Member if such person is:
- (i) a natural person; and
  - (ii) above or equal to the minimum age at entry and below or equal to the maximum age at entry as specified in the Policy Schedule;
  - (iii) an employee of the Master Policyholder. Where Master Policy is issued in lieu of Employee's Deposit Linked Insurance (EDLI) Scheme, such employee shall be eligible as long as his/her provident fund is deducted by the Master Policyholder under provident fund scheme.
- 1.2 A person shall automatically cease to be an Insured Member at the date earliest of:
- (i) the day following expiry of Cover End Date;
  - (ii) a claim received in respect such Insured Member for Benefits under this Policy, irrespective of whether the claim is admitted or not;
  - (iii) the Insured Member ceases to comply with the Eligibility Criteria prescribed in Clause 1.1;
  - (iv) Master Policyholder surrenders the Master Policy;
  - (v) When the Master Policy lapses.

### 2. Insurance cover under Master Policy

- 2.1 The Company may cover a person under this Master Policy who satisfies the eligibility criteria as provided in Clause 1.1 of this Master Policy after receipt of the Insured Member's details as per the requirements of the Company along with the requisite amount of Premium in advance.
- 2.2 Every Insured Member or Master Policyholder on behalf of Insured Member shall produce evidence of insurability in the form and manner prescribed by the Company before effecting the insurance cover on his/her life under this Master Policy or before effecting any increase in Sum Assured, if any.

### 3. Death Benefits

- 3.1 Subject to the provisions contained herein and fulfillment of the terms and conditions of this Master Policy, upon the death of the Insured Member, the Company will make payment of the Sum Assured pertaining to the deceased Insured Member, subject to terms and conditions provided herein:
- 3.1.1 Upon the satisfactory proof of the death of the Insured Member, its cause and receipt of documents required under this Master Policy, the Company shall pay the Sum Assured applicable to the respective deceased Insured Member, to the Beneficiary through Master Policyholder, subject to other provisions of this Master Policy.
- 3.1.2 No Death Benefit shall be payable under this Master Policy if the death of the Insured Member occurs on a date prior to the Effective date of Coverage or after the Cover End Date or in circumstances specified in Clause 11.
- 3.2 **Payment of Death Benefit**
- 3.2.1 The Company shall pay the Sum Assured to the Beneficiary through Master Policyholder subject to following terms:
- (i) The Master Policyholder provides the Company with such information and/or documentation that the Company may request in order to establish the fact of, date of, circumstances relating to and cause of death of the Insured Member and the Company's liability hereunder;
  - (ii) The Master Policyholder shall cooperate and assist the Company in any investigation that the Company may decide to undertake in respect of the circumstances leading to death of the Insured Member;
  - (iii) The Master Policyholder agrees to indemnify and keep indemnified and hold the Company free and harmless from and against any and all demands, liabilities, losses, expenses, costs or claims which arise from, in relation to or are howsoever connected with or attributable to payment of Sum Assured by the Company to the Master Policyholder.



## PART D

### **4 Increase/Decrease of the Sum Assured**

- 4.1 The Sum Assured for the Insured Members can be increased or decreased during the Policy Term, subject to the following:
- (i) The increase or decrease in the Sum Assured shall be within the limits and as per the Sum Assured criteria pre-defined by the Company;
  - (ii) Receipt of additional Premium by the Company on account of increase in the Sum Assured;
  - (iii) Intimation by the Company to the Master Policyholder confirming the increase or decrease in the Sum Assured.
- 4.2 The Company shall refund the Premium (if any) on account of decrease in the Sum Assured at the end of the policy term or shall adjust the same in the renewal Premium payable under this Master Policy.
- 4.3 The Premium payable on account of the increase in the Sum Assured shall be calculated on pro-rata basis.
- 4.4 The Master Policyholder is entitled to change the criteria for determining the Sum Assured at the time of policy renewal.

### **5. Premium**

- 5.1 The Master Policyholder shall pay the due Premium on behalf of the Insured Member covered under this Master Policy. The Company reserves the right to revise its existing Premium rates and insurability condition at the time of renewal of the Master Policy.
- 5.2 The Company reserves the right to increase the Premium rates for person/s who as per the Board Approved Underwriting Policy of the Company pose higher risk to the Company. In such an event, the revised rates quoted by the Company shall apply for such Insured Members.
- 5.3 If any person is admitted as a Insured Member under this Master Policy after the Master Policy Commencement Date, a proportionate Premium shall become payable by the Master Policyholder to cover for the period from Effective date of coverage of the said admitted Insured Member till the annual renewal date of the Master Policy as agreed by the Master Policyholder.
- 5.4 If any Insured Member disqualifies the Eligibility Criteria as specified under Clause 1.1 above, and the Insured Member ceases to be a member of the Master Policy, the Premium paid for the unexpired period of risk will be refunded by the Company at the end of the Master Policy Term or adjusted in the renewal Premium.

### **6. Age Admission**

The Age of the Insured Member is admitted on the basis of the declaration made by the Insured Member in the member data details submitted by Master Policyholder. If the Age of the Insured Member is found to be different from that declared in the member data details, the Company may, adjust the Premiums and/or the Death Benefits and/or recover the additional amounts, if any, as it deems fit. Insurance Cover of the Insured Member shall however become void from the Effective Date of Coverage, if at any time the Age of the Insured Member is found to be higher than the maximum or lower than the minimum entry Age that was permissible under this Master Policy at the time of Master Policy Commencement Date.

### **7. Assignment**

Neither this Master Policy nor the benefits payable hereunder to an Insured Member are assignable.

### **8. Surrender**

The Master Policyholder can surrender the Master Policy anytime during the Policy Term, however, there is no Surrender Value under this Master Policy. On surrender, the Master Policy shall be terminated and cannot be revived thereafter. Further, the Sum Assured under the policy ceases the moment the policy is surrendered and no Death Benefit is payable under the Master Policy thereafter.

**9. Grace period, termination and renewal of the Master Policy**

- 9.1 In the event of the Master Policyholder's failure to pay the Premiums due on the Premium due date, the Company will allow a Grace Period of 15 days for monthly Premium mode and 30 days for all other modes. After the expiry of the Grace Period without payment of the Premium in full, the Insurance Cover under the Master Policy shall be deemed to have automatically lapsed as at the Due Date and all liability of the Company under this Policy shall cease as on the Due Date.
- 9.2 In the event of any claim under Clause 3 during the Grace Period, Benefit shall be payable as per the terms and conditions mentioned herein, subject to receipt of due Premiums under the Master Policy.
- 9.3 Subject to the terms and conditions mentioned herein, the Master Policy shall continue to be in force for a period of 1 (one) year from the Master Policy Commencement Date and can be subsequently renewed on each anniversary date and payment of the renewal premium determined by the Company.

**10. No participation in surplus or profits**

This Master Policy does not confer any rights on the Master Policyholder nor any Insured Member to participate in surplus or profits of the Company.

**11. Exclusions**

**11.1 Suicide exclusion**

- (i) If an Insured Member whether sane or insane covered under scheme with voluntary participation, commits suicide for any reason within twelve months of becoming a Insured Member, the Death Benefit under this Policy shall not be payable to the extent of the voluntary participation cover. The Company shall refund 80% of the Premium paid for that member towards voluntary participation cover, provided the Master Policy is in force on the date of death of the member.
- (ii) Death benefit will be payable to Insured Member under New/ Renewed Schemes with Compulsory Participation and the suicide exclusion shall not apply.
- (iii) Death benefit will be payable in case of takeover of existing schemes (with compulsory or voluntary participation)/EDLI Schemes and the suicide exclusion shall not apply.

12. **Loans:** No loans will be admissible under this Master Policy.

**PART E**

There are no explicit charges under the Plan

## PART F

### General Conditions

#### **Your Duties:**

You shall give Us all particulars relevant to the Master Policy and the operation of the Master Policy which will be accepted by Us as conclusive. Any discharge given by You or on Your behalf shall be a valid discharge to Us in respect of any payment to be made under the Master Policy. You shall indemnify and keep Us indemnified against any and all losses, liabilities, damages, costs, expenses, actions, proceedings, judgments suffered by Us as a result of Your failure to perform, fulfill or observe Your obligations under this Master Policy.

#### **Review, revision:**

The Company reserves the right to review, revise, delete and / or alter any of the terms and conditions of this Master Policy, including without limitation the benefit(s) and Premiums/contributions, with the approval of the Authority.

#### **List of Beneficiary:**

The Master Policyholder shall maintain the Beneficiary details of the Insured Members covered under the Master Policy.

#### **Register of Insured Members:**

The Register of Insured Members at the inception of this Policy is attached to this Master Policy as Annexure I. The Register of Insured Members will be updated from time to time by the Company in its Policy Administration System by addition or deletion of Insured Members as applicable, and a copy of such updated register shall be provided to the Master Policyholder at such times as may be agreed between the Master Policyholder and the Company.

#### **Free-look period:**

In case, the Master Policyholder does not agree with the terms and conditions of the contract, the Master Policyholder may request for cancellation of the Master Policy with a written request to the Company stating the reasons for objection within 15 days from the receipt of Master Policy or 30 days in case the Master Policy is sourced through Distance Marketing mode. The Premium to be refunded in case of Free-look cancellation shall be computed as follows: Premium (s) paid – (Pro-rata risk premium + Stamp duty + Medical expenses, if any)

#### **Nomination:**

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time. The entire Section 39 is reproduced and enclosed in Annexure 5.

#### **Policy Currency:**

All Contributions/Premiums and benefits payable shall be paid in Indian Rupees only.

#### **Release and discharge:**

The Insurance Cover for an Insured Member will terminate automatically on payment of the Death Benefits as specified in the Register of Insured Members issued by the Company under the Master Policy and the Company will be relieved and discharged from all obligations under the Insurance Cover.

#### **Limitation of Liability:**

The Maximum liability of the Company under this Master Policy in respect of an Insured Member shall not, in any circumstances, exceed the amount of Death Benefit provided to such Insured Member. The Company's liability in respect of a Death Benefit shall end on the Cover End Date or on payment of the Sum Assured applicable on the date of death of an Insured Member to the Master Policyholder in case claim is admitted by the Company.

#### **Claim Procedures :**

In the event of death of the Insured Member, to register the claim, the Claimant shall endeavor to tell the Company / Master Policyholder in writing immediately within a period of 60 days of such death through the Claim Form along with the following documents:

- Certificate of Insurance
- Death certificate
- Attested copy of photo identity and address proof of the Claimant
- Company Specific Claim formats duly completed and signed – Claim Form, Physician's Statement, Treating Hospital Certificate, Employer Certificate
- Hospital records/other medical records
- Post-mortem/ chemical viscera report, wherever conducted
- Police Records - First Information Report, Panchnama, Police Investigation Report, Final Police Report only in case of unnatural or accidental deaths.

If We do not receive notification of the death within 60 days, We may condone the delay if we are satisfied that the delay was for reasons beyond the Claimant's control. The claim shall be paid to the Master Policyholder.

Any claim intimation to the Company must be made in writing and delivered to the address, which is currently:

**Claims Unit**

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited,  
2nd Floor, Orchid Business Park (Near Subhash Chowk), Sector-48, Sohna Road, Gurgaon -122018,  
Haryana, India

**Resolution Centre:** 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)

**Email id:** claims.unit@canarahsbclife.in

Any change in the address or details above will be communicated by the Company to the Master Policyholder in writing.

For further details on the process, please visit our claims section on our website [www.canarahsbclife.com](http://www.canarahsbclife.com)

**Grievance Redressal /Complaints:** The contact details and procedure to be followed in case of any grievance in respect of this policy is provided in the document titled as "Grievance Redressal" as provided in **Part G**.

**Taxes, duties and levies:** It shall be the sole responsibility of the Master Policyholder/Claimant/Insured Member to ensure compliance with all applicable provisions of the Regulations, including taxation laws, and payment of all applicable taxes in respect of the Premiums and Death Benefits or other payouts made or received by the Master Policyholder/Claimant under this Policy and the Company does not accept any liability or responsibility in this regard. Except as may be specifically required by the Regulations, the Company shall not be responsible for any tax liability arising in relation to this Master Policy, the Premiums payable or the Death Benefits or other payouts made in terms of this Master Policy. The Company shall be entitled to deduct such amounts towards taxes, duties or such other levies as may be required from any sum received by it or payable under this Master Policy, and deposit the amount so deducted with the appropriate government or regulatory authorities. Master Policyholder/Claimant/Insured Member acknowledge that they are solely responsible for understanding and complying with their respective tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes in all jurisdictions in which Your tax obligations arise and relating to the Services provided by Us. We do not provide any tax advice. Master Policyholder/Claimant/Insured Member is advised to seek independent legal and/or tax advice. We have no responsibility in respect of Master Policyholder/Claimant's/Insured Member tax obligations in any jurisdiction including but not limited to those that relate specifically to the Services provided by Us.

**Disclosure of information:** If the Master Policyholder or Beneficiary or anyone acting for them or with their knowledge makes any false or fraudulent claim with the Company for payment of Death Benefit hereunder, then the Insurance Cover in respect of Insured Member in respect of whom the false/fraudulent claim was made shall become null and void and the contract shall stand terminated by paying the Surrender Value as per the policy terms and conditions.

**Loss of Master Policy document – issue of duplicate:** The Company will replace a lost Master Policy Document when satisfied that it is lost. However, the Company reserves the right to make such investigations into and to call for such evidence of the loss of the Master Policy Document at the Master Policyholder's expense, as the Company considers necessary before issuing a duplicate Master Policy Document. No charge/fee will be levied for replacement of the Master Policy document. It is hereby understood and agreed that Master Policyholder will indemnify the Company and hold the Company harmless against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Master Policy or arising out of issuance of duplicate Master Policy.

**Terms & Conditions, Schedule, Scheme Rules, Endorsements etc to form part of Contract:** This Master Policy comprising of the terms and conditions set forth herein, the Master Policy Schedule and the endorsements, if any, made on or applicable to this Master Policy, the Master Proposal Form, Scheme Rules or any other document executed by the Master Policyholder including quote questionnaire shall form an integral part and the entire contract, evidenced by this Master Policy. The liability of the Company is at all times subject to the terms and conditions of this Master Policy and the endorsements made from time to time.

**Communications & Notices:** We shall dispatch the Master Policy documents, communications and notices to You through courier or post (ordinary/registered/speed post) at the address specified in the Master Proposal Form, unless You have provided Us with written notice of Your updated address. If any such document, notice or communication returns undelivered, We may attempt to have the same delivered to You by alternative means.

**Electronic transactions:**

In conducting electronic transactions, in respect of this Master Policy, You shall comply with all such terms and conditions as prescribed by us. Such electronic transactions are legally valid and shall be binding on You.

**Governing Law and Jurisdiction:** This Master Policy shall be governed by and interpreted in accordance with the laws of India.

**Section 45 - Mis-Statement or Suppression of material facts and Fraud**

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. The entire Section 45 is reproduced and enclosed in Annexure 6.

**PART G**

**Annexure 1**

**List of initial Insured Members covered / included**

Canara HSBC Oriental Bank of Commerce Life Corporate Group Term Plan

UIN - \_\_\_\_\_

<b>Master Policy No.</b>	
<b>No. of Insured Members covered / included</b>	

Attached separately with the Master Policy Documents.

*Note: For any future correspondence, kindly mention Member No of the Insured Members.*

**GRIEVANCE REDRESSAL PROCEDURE**

We, at Canara HSBC Oriental Bank of Commerce Life strive to ensure that our customers get only the very best of service from us. We understand the customer's grievance and try to resolve the same by ascertaining all the facts and documents available to provide a fair resolution on the complaint.

1. In case You wish to register a complaint with us, You may visit our website, approach our Resolution Centre, Grievance Officers at Hublocations, or You may write to us at the following address:

**Complaint Redressal Unit**

Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.

2nd Floor, Orchid Business Park (Near Subhash Chowk),

Sector-48, Sohna Road,

Gurgaon -122018, Haryana, India

Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)

Email: [cru@canarahsbclife.in](mailto:cru@canarahsbclife.in)

We shall respond to You within two weeks from the date of our receiving Your complaint. Kindly note that in case we do not receive revert from You within eight weeks from the date of Your receipt of our response we will treat Your complaint as closed.

2. In case You do not receive a satisfactory response from us within the above timelines, You may write to our Complaint Redressal Officer at:

**The Complaint Redressal Officer**

Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.

2nd Floor, Orchid Business Park (Near Subhash Chowk),

Sector-48, Sohna Road,

Gurgaon -122018, Haryana, India

Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)

Email: [cro@canarahsbclife.in](mailto:cro@canarahsbclife.in)

3. 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 (IRDA) on the following contact details:

IRDA Grievance Call Centre (IGCC) **TOLL FREE NO:155255**

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

9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh

Fax No: 91- 40 – 6678 9768

4. In case You are not satisfied with the decision/resolution of the Company, You may approach the Insurance Ombudsman for Your State or an appropriate judicial/quasi-judicial authority having jurisdiction over the matter for redressal of Your grievance. We draw Your attention to Rule 12 (1) and 13 (3) of the Redressal of Public Grievance Rules, 1998 , which is reproduced below:

**Rule 12 Power of Ombudsman**

(1) The Ombudsman may receive and consider :-

(a) Complaints under Rule 13;

(b) any partial or total repudiation of claims by an insurer;

(c) any dispute in regard to Premium paid or payable in terms of the policy;

(d) any dispute on the legal construction of the policies in so far as such disputes relate to claims;

(e) delay in settlement of claims;



(f) non-issue of any insurance document to customers after receipt of Premium.

**Rule 13 Manner in which complaint is to be made**

(3) No complaint to the Ombudsman shall lie unless :-

(a) the complainants had before making a complaint to the Ombudsman made a written representation to the insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;

(b) the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant: and

(c) the complaint is not on the same subject-matter, for which any proceedings before any court, or Consumer Forum, or arbitrator is pending or were so earlier.

## LIST OF INSURANCE 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>AHMEDABAD-380 014.</b> Tel.: 079-27546840 Fax : 079-27546142 Email: ins.omb@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, <b>BENGALURU – 560 078..</b> Tel.: 080 - 22222049 / 22222048 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
<b>BHOPAL</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex,2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL (M.P.)-462 023.</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>BHUBANESHWAR-751 009.</b> Tel.: 0674-2596455 Fax : 0674-2596429 Email: ioobbsr@dataone.in	Odisha

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>CHANDIGARH</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, <b>CHANDIGARH-160 017.</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, Fathima Akhtar Court, 4th Floor, 453 (old 312),Anna Salai, Teynampet, <b>CHENNAI-600 018.</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>NEW DELHI-110 002.</b> Tel.: 011-23239633 Fax : 011-23230858 Email: iobdelraj@rediffmail.com	Delhi
<b>GUWAHATI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM).</b> Tel.: 0361-2132204/5 Fax: 0361-2732937 Email: ombudsmanghy@rediffmail.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>HYDERABAD</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Main Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b> Tel: 040-65504123 Fax: 040-23376599 Email: insombudhyd@gmail.com	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
<b>JAIPUR</b>	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, <b>JAIPUR - 302 005.</b> Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in	Rajasthan
<b>KOCHI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015.</b> Tel: 0484-2358759 Fax: 0484-2359336 Email: iokochi@asianetindia.com	Kerala, UT of (a) Lakshadweep, (b) Mahe- a part of UT of Pondicherry
<b>KOLKATA</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, <b>Kolkatta – 700 072.</b> Tel: 033 22124346/(40) Fax: 033 22124341 Email: insombudsmankolkata@gmail.com	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
<b>LUCKNOW</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001.</b> Tel: 0522 -2231331	Uttar Pradesh and Uttaranchal

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
	Fax: 0522-2231310 Email: insombudsman@rediffmail.com	
<b>MUMBAI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054.</b> Tel: 022-26106928 Fax: 022-26106052 Email: ombudsmanmumbai@gmail.com	Goa , Mumbai Metropolitan Region excluding Navi Mumbai & Thane
<b>PUNE</b>	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, <b>PUNE – 411 030.</b> Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited

Office Address: [Latest branch office list at the time of printing IRDAI approved terms and conditions]

S.No.	Branch Locations
	[Latest branch office list at the time of printing IRDAI approved terms and conditions]

\*As on date of issuance of policy

**Section 39 "Nomination by Policyholder" is reproduced below**

39. (1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death:

Provided that, where any nominee is a minor, it shall be lawful for the policy-holder to appoint any person in the manner laid down by the insurer, to receive the money secured by the policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The insurer shall furnish to the policyholder a written acknowledgment of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its re-assignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policy-holder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policy-holder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policy-holder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.

(11) Where a policy-holder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.

(12) The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied:

Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.



**Section 45 "Policy not to be called in question on ground of misstatement after three years" is reproduced below-**

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

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud: Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

Explanation I- For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the insured or by his agent, with 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.

Explanation II- Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

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

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

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

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

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

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

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

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