

**POLICY DOCUMENT**

**PART A**

a) **Policy Schedule**

**Schedule**

<b>Plan Name:</b>	DHFL Pramerica Pradhan Mantri Jeevan Jyoti Bima Yojana      UIN: 140G048V01
<b>Group Scheme Name:</b>	
<b>Types of Scheme:</b>	Non Employer – Employee
<b>Policy Number:</b>	
<b>Master Policyholder:</b>	
<b>Registered / Head Office Address &amp; Pin Code:</b>	
<b>Policy Commencement Date:</b>	
<b>Premium Frequency:</b>	Annual
<b>Premium Due Date:</b>	
<b>Annual Renewal Date:</b>	
<b>Total Sum Assured:</b>	
<b>Premium Rate per thousand Sum Assured per Annum – (Without ST):</b>	
<b>Premium (without ST):</b>	
<b>Service Tax:</b>	
<b>Eligibility condition:</b>	<b>Min Age at Entry: 18 years (completed)</b>
	<b>Max Age at Entry: 50 years (nearest birthday)</b>
<b>Initial No. of Members covered:</b>	

<b>Currency of the Policy:</b>	INR
<b>Coverage Sum Assured Payment Option</b>	Lump Sum
<b>Special conditions, if any:</b>	

**Notes:**

Please inform the Company promptly of any change in the address of the Master Policyholder  
Please read the Policy terms and conditions carefully to verify that the terms match those applied for.

Signed for and on behalf of DHFL Pramerica Life Insurance Company Limited, at Gurgaon .....

Authorized Signatory

## PART B

### Definitions

Words or phrases appearing in the Policy Document in initial capitals will have the meanings given to them below:

Where appropriate, any reference to the singular includes references to the plural, references to the male include references to the female and references to any statute include references to any subsequent changes to that statute.

In case of any conflict between the interpretations of any of the terms of this Policy Document, the Part C (Specific Terms and Conditions) shall override Part B (Definitions) of this Policy Document.

#### General Terms

**Annual Renewal Date** means the annual anniversary of the Policy Commencement Date and as specified in the Schedule.

**Application Form** means the proposal form and any other information given by the Master Policyholder to the Company before the inception of this Policy.

**Appointee** means the person named in the Membership Register who has been nominated by the Insured Member to receive payment, under this Policy if the Nominee is a minor.

**Claimant** shall mean the Nominee where a valid nomination has been effected or the Legal Heirs of the Insured Member/Nominee as the case may be

**Coverage Expiry Date** means the date on which coverage for the Insured Member ends as specified in the Membership Register.

**Certificate of Insurance** means the certificate issued to each Insured Member to confirm his coverage under the Policy.

**Coverage Sum Assured** means the amount payable on death of the Insured Member specified in the Membership Register according to the terms and conditions of this Policy.

**Effective Date of Coverage** means the date on which insurance coverage in respect of an Insured Member commences, as specified in Membership Register and for a period of one Policy Year.

**Eligible Member** means a person who satisfies and continues to satisfy the eligibility criteria and who may apply to become an Insured Member.

**Grace Period** means a period of 30 days from the Premium Due Date within which Premium can be paid without interest.

**Insured Member** means an Eligible Member who is enrolled under the Policy and whose name has been recorded in the Membership Register after due approval from the Company.

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

**Master Policyholder** means the person named in the Schedule who has concluded this Policy with the Company with respect to Insured Members.

**Membership Register** means the register maintained by the Master Policyholder containing details of each Insured Member, including but not limited to name, age, sex, designation, Coverage Sum Assured, Nominee (and Appointee if the Nominee is a minor) details, the Effective Date of Coverage and any special conditions applicable to the Insured Member.

**Nominee** means the person named in the Membership Register who has been nominated by the Insured Member to receive the benefits under this Policy.

**Policy Commencement Date** means the date when this policy is issued and is specified in the Schedule.

**Policy or Policy Document** means these Standard Terms & Conditions, the Application Form, the Schedule and Certificates of Insurance, as amended from time to time.

**Policy Year** means the 12 months period starting from the Policy Commencement Date and accordingly thereafter every subsequent Annual Renewal Date. Please note that the policy is re issued on similar terms and conditions as in original Policy Document with mutual consent in Master Policyholder and Company.

**Premium** means the amount payable by the Master Policyholder for the insurance coverage of the Insured Members as determined by the Company from time to time. The Schedule details the due dates for payment of Premium (**Premium Due Dates**) and how frequently the Premium is to be paid (**Premium Frequency**). The Premium is reviewable from time to time, in line with Advisory, if any, issued by Government of India.

**Schedule** means the document attached to this Policy which provides a snapshot of the Policy and benefit details and any annexure attached to it from time to time and any endorsements the Company has made and, if more than one, then the latest in time.

## PART C

### Specific Terms and Conditions

#### Section One: Membership Provisions

An Eligible Member will become an Insured Member only when the Master Policyholder has entered the member's details into the Membership Register.

The Master Policyholder is responsible for maintaining the Membership Register and for ensuring that it is accurate. The Master Policyholder shall intimate the Company any change in the details of the Insured Members and addition/deletion in the Membership Register in any month, within first [7] days of the following calendar month. The Master Policyholder agrees to indemnify and hold the Company harmless from and against any and all losses, costs, expenses, actions or proceedings suffered by the Company in relation to any error or deficiency in or in respect of the Membership Register.

The Company may seek additional information and/or documentation in respect of any Insured Member at any time. If the information and/or documentation for such Insured Member is not received by the Company within [30] days of a request being sent to the Master Policyholder, the name of the Insured Member shall be deemed to have been removed from the Membership Register effective from the date of Our request of such information and/or documentation and the Certificate of Insurance issued shall no longer be valid.

An Insured Member's coverage under the Policy shall immediately and automatically terminate on the occurrence of the first of the following events:

- a) The Coverage Expiry Date
- b) The Insured Member ceases to fulfill any of the eligibility criteria
- c) The Insured Member's death.
- d) The date on which the Policy lapses.
- e) Written request by the Company or by the Master Policyholder on at least 30 days prior notice

The Company shall have right to conduct inspection of the records of the Master Policyholder to ensure compliance with the Policy Terms and Conditions. The Company shall at its sole discretion require the Master Policyholder to submit a certificate of compliance, in the form acceptable to the Company, from Master Policyholder's statutory auditors.

#### Section Two: Payment of Premium

Premium is payable to the Company on the due dates as specified in the Schedule. If the Premium due is not received in full by end of Grace Period, the Policy shall automatically lapse without any value at the end of Grace Period.

If any Eligible Member becomes an Insured Member during the Policy Year, a full Premium is payable for that Eligible Member to provide coverage for the period from Effective Date of Coverage to next Premium Due Date, Subject to receipt of declaration of good health, in the prescribed format, from the Eligible Member . The Master Policyholder

understands and agrees that the Coverage of an Insured Member shall not commence until the Company has

received and realized the full Premium due in respect of such Insured Member.

#### Section Three: Benefit Payable on Death

Upon death of an Insured Member the Company will pay the Coverage Sum Assured to the Claimant. If an Insured Member's death occurs during the Grace Period, the death benefit will be considered, only if the Premium due for the Policy has been paid by the Master Policyholder before the end of the Grace Period.

#### Section Four: Renewal of the Policy

The Policy is an annual contract which expires on every Annual Renewal Date unless renewed. The Company reserves the right to accept/decline such renewal and to specify the terms and conditions and Premium payable on renewal.

The Master Policyholder shall provide the Company with updated Membership Register at least [30] days before the Annual Renewal Date. Based on the details provided, the Company will send written notice to the Master Policyholder of the Premium payable.

## PART D

### Policy Servicing

#### Section One: Revival

The Insured Member can revive his/her coverage under the Master Policy subject to the following conditions:

- a) The Insured Member submits to the Company, a written request for Revival through the Master Policyholder along with a declaration of good health.
- b) The Company agrees to revive the Policy, for which purpose the Master Policyholder / Insured Member shall comply with any requests for information and documentation made by the Company.
- c) The Master Policyholder makes payment of Premium due.

The revival of the coverage under the Master Policy shall only be effective from the date on which the Company has issued a written endorsement confirming the coverage. The Master Policyholder / Insured Member understands and agrees that there is no obligation on the Company to revive the coverage or to revive it on the same terms and the revival is subject to the underwriting requirements of the Company as applicable from time to time.

#### Section Two: Free Look Period

The Master Policyholder will have a period of 15 days from the date of receipt of the Policy Document to review the terms and conditions of the Policy. If the Master Policyholder disagrees to any of those terms or conditions, it has an option to return the Policy stating the reasons for objection. The Master Policyholder shall be entitled to a refund of the Premium paid subject to a deduction of a proportionate risk premium for the period of risk cover, any expenses incurred by the Company towards medical examination and the stamp duty charges.

#### Section Three: Surrender of Policy

No surrender value is payable under the Policy.

**PART E**

**Charges - Nil**

## PART F

### General Terms and Conditions

#### Section One: Termination of the Policy

The Premiums specified in the renewal notice must be paid on/before Annual Renewal date but within the policy term of one year failing which the policy will have deemed to lapse and no benefits will be payable.

The Company or the Master Policyholder has the right to terminate the Policy by giving a written notice of at least 30 days before the Annual Renewal Date. The coverage for all Insured Members shall immediately and automatically terminate from the end of such notice period.

#### Section Two: Death Claim Processing

In order for the Company to make any payment under the Policy that it is necessary that the Master Policyholder:

- a) Immediately notifies the Company of the Insured Member's death in writing, and in any event within 90 days of death. Company may condone the delay in filing a claim beyond 90 days where the claimant can establish that the delay was due to unforeseen circumstances and beyond the control of the claimant.
- b) Provides the Company with the opportunity of establishing to its satisfaction that a claim is payable.
- c) Provides all reasonable cooperation and any documentation and information to the Company, including but not limited to:
  - i. The claim form duly completed and countersigned by the authorized signatory of Master Policyholder.
  - ii. The Certificate of Insurance.
  - iii. Evidence of Insured Member's date of birth if the Company has not admitted the age of the Insured Member.
  - iv. The original or a legalized copy of the Insured Member's death certificate showing the circumstances, cause and the date of death.

The Company may, on a case to case basis and subject to exceptional circumstances, condone the submission of any of the above mentioned documents/information while processing the claim.

#### Section Three: Assignment

The provisions of assignment will not be applicable to the Master Policyholder under Section 38 of the Insurance Act, 1938, as amended from time to time.

#### Section Four: Nomination

- a) The provisions of nomination are governed by Section 39 of the Insurance Act, 1938 as amended from time to time.

- b) A Leaflet containing the simplified version of the provisions of Section 39 of the Insurance Act 1938 as

amended from time to time is enclosed as Annexure A for reference.

#### Section Five: Miscellaneous

##### a) Loss of the Policy Document

- i) If the Policy Document is lost or destroyed then the Company reserves the right to make such investigations into and call for such evidence of the loss of the Policy Document, at the Master Policyholder's expense, as the Company considers necessary before issuing a duplicate Policy Document.
- ii) If the Company agrees to issue a duplicate Policy Document then:
  1. The Master Policyholder agrees to first pay an amount not exceeding Rs 500/- towards the Company's fee for the issue of a duplicate and applicable stamp duty charges, and
  2. The original Policy Document will cease to be of any legal effect and the Master Policyholder shall indemnify and keep the Company indemnified and hold the Company harmless from and against any costs, expenses, claims, awards or judgments arising out of or howsoever connected to the original Policy Document.
- iii) If the Certificate of Insurance is lost or destroyed, then the Company reserves the right to make such investigations and call for such evidence of the loss of the Certificate of Insurance as the Company considers necessary before issuing a duplicate Certificate of Insurance. The original Certificate of Insurance will cease to be of any legal effect after issuance of the duplicate Certificate of Insurance and the Insured Member shall indemnify and keep the Company indemnified and hold the Company harmless from and against any costs, expenses, claims, awards or judgments arising out of or howsoever connected to the original Certificate of Insurance.

##### b) Notices

- i. All notices meant for the Company whether under this Policy or otherwise must be in writing and delivered to the Company at the address as mentioned in Section Seven (i) below.
- ii. All notices meant for the Master Policyholder will be in writing and will be sent by the Company to the Master Policyholder's address shown in the Schedule.
- iii. The Company shall not be responsible for any consequences related to or arising out of non

intimation of changes to the Master Policyholder's or Insured Member's address.

A Leaflet containing the simplified version of the provisions of Section 45 of the Insurance Act 1938 as amended from time to time is enclosed as Annexure B for reference

**c) Misstatement of Age**

If the correct age of the Insured Member is different from that mentioned in the Application Form, the Company will assess the eligibility of the Insured Member for the Policy in accordance with the correct age of the Insured Member.

If on the basis of correct age, the Insured Member is not eligible for the Policy, the Policy shall be cancelled immediately after refunding the Premium received by the Company under the Policy as per the provisions of section 45 of Insurance Act as amended from time to time.

**d) Currency & Territorial Limits**

All Single Premium and any amounts payable under the Policy are payable within India, and in the currency of the Policy as specified in the Schedule.

**e) Taxes**

In respect of any payment made or to be made under this Policy, the Company shall deduct or charge taxes (including service tax) and other levies as applicable from time to time, at such rates as notified by the Government of India or a body authorised by the Government of India from time to time.

**f) Governing Law & Jurisdiction**

Any and all disputes or differences arising out of or in respect of this Policy shall be governed by and determined in accordance with Indian law and shall be subject to the jurisdiction of Indian Courts.

**g) Entire Contract & Agent's Authority**

The Policy Document comprises the entire contract between the Master Policyholder and the Company, and it cannot be changed or altered unless the Company approves of it in writing by endorsement on the Schedule and, where required, the approval of the IRDA has been obtained.

The insurance agent is authorised to arrange the completion and submission of the Master Policyholder's Application Form. No insurance agent is authorised to amend the Policy Document, or to accept any notice on the Company's behalf or to accept payments on the Company's behalf. If any money meant for the Company in any form is paid to an insurance agent then such payment is made at the Master Policyholder's risk and the agent will be acting only as the Master Policyholder's representative.

**h) Fraud and misrepresentation**

Fraud, misrepresentation and forfeiture shall be dealt with in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time.

**Section Six: Exclusions**

Not Applicable



## PART G

### Other Details

#### Grievance Redressal

- I) In case of any clarification or query please contact your Company Salesperson.
- II) The Company may be contacted at:  
Customer Service Help Line: 1800-102-7070 (Toll Free)  
(9.00 am to 7.00 pm from Monday to Saturday)  
Email : [contactus@dhflpramerica.com](mailto:contactus@dhflpramerica.com)  
Website: [www.dhflpramerica.com](http://www.dhflpramerica.com)  
Communication Address : Customer Service,  
DHFL Pramerica Life Insurance Company Ltd.,  
4th Floor, Building No. 9 B, Cyber City,  
DLF City Phase III, Gurgaon- 122002  
Office hours: 9.00 am to 6.00 pm from Monday to Friday
- III) Head-Grievance Redressal Officer :  
If the response received from the Company is not satisfactory or no response is received within two weeks (Business Days) of contacting the Company, the matter may be escalated to:  
Email- [customerfirst@dhflpramerica.com](mailto:customerfirst@dhflpramerica.com)  
Head-Grievance Redressal Officer  
DHFL Pramerica Life Insurance Company Ltd.,  
4th Floor, Building No. 9 B, Cyber City,  
DLF City Phase III, Gurgaon- 122002
- IV) IRDA- Grievance Redressal Cell:  
If after contacting the Company, the Policyholders query or concern is not resolved satisfactorily or within timelines the Grievance Redressal Cell of the IRDAI may be contacted.  
Call Center Toll Free number – 155255  
Email Id- [complaints@irda.gov.in](mailto:complaints@irda.gov.in)  
Complaints against Life Insurance Companies:  
Insurance Regulatory and Development Authority of India  
Consumer Affairs Department  
United India Tower, 9th floor, 3-5-817/818,  
Basheerbagh, Hyderabad – 500 029
- V) Insurance Ombudsman:  
The office of the **Insurance Ombudsman** has been established by the Government of India for the redressal of any grievance in respect of life insurance policies.  
In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman if your grievance pertains to:  
I) Insurance claim that has been rejected or dispute

- of a claim on legal construction of the policy  
II) Delay in settlement of claim  
III) Dispute with regard to premium  
IV) Non-receipt of your insurance document

The address of the Insurance Ombudsman are attached herewith as Annexure \_\_ and may also be obtained from the following link on the internet

Link

[http://www.irda.gov.in/ADMINCMS/cms/NormalData\\_Laout.aspx?page=PageNo234&mid=7.2](http://www.irda.gov.in/ADMINCMS/cms/NormalData_Laout.aspx?page=PageNo234&mid=7.2)

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

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 if it is not simultaneously under any litigation.

### Insurance Ombudsman List

Office of the Ombudsman	Contact Details	Office of the Ombudsman	Contact Details
<b>Office:</b> <b>AHMEDABAD</b>  <b>Areas of Jurisdiction:</b> Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.: 079 - 27546150 / 27546139 Fax : 079 - 27546142 Email : <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	<b>Office:</b> <b>GUWAHATI</b>  <b>Areas of Jurisdiction:</b> Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Insurance Ombudsman Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361-2132204/05 Fax : 0361-23732937 Email <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>
<b>Office:</b> <b>BHOPAL</b>  <b>Areas of Jurisdiction:</b> Madhya Pradesh & Chhattisgarh	Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.: 0755 - 2769201 / 2769202 Fax : 0755-2769203 Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>	<b>Office:</b> <b>HYDERABAD</b>  <b>Areas of Jurisdiction:</b> Andhra Pradesh, Telangana, UT of Yanam – a part of the UT of Pondicherry	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 <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>
<b>Office:</b> <b>BENGALURU</b>  <b>Areas of Jurisdiction:</b> Karnataka.	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 22222049 / 22222048 Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	<b>Office:</b> <b>JAIPUR</b>  <b>Areas of Jurisdiction:</b> Rajasthan	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>
<b>Office:</b> <b>BHUBANESHWAR</b>  <b>Areas of Jurisdiction:</b> Orissa	Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674 - 2596461 /2596455 Fax : 0674 - 2596429 Email <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>	<b>Office:</b> <b>ERNAKULAM</b>  <b>Areas of Jurisdiction:</b> Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/338 Fax : 0484-2359336 Email <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>
<b>Office:</b> <b>CHANDIGARH</b>  <b>Areas of Jurisdiction:</b> Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir, UT of 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 <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>	<b>Office:</b> <b>KOLKATA</b>  <b>Areas of Jurisdiction:</b> West Bengal , Bihar , Jharkhand , UT of Andaman & Nicobar Islands and Sikkim	Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkata – 700 072.  Tel: 033 22124339 / 22124340 Fax: 033 22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>
<b>Office:</b> <b>CHENNAI</b>  <b>Areas of Jurisdiction:</b> Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044-24333668 /5284 Fax : 044-24333664 Email <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>	<b>Office:</b> <b>LUCKNOW</b>  <b>Areas of Jurisdiction:</b> Uttar Pradesh and Uttaranchal	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 - 2231330 / 2231331 Fax : 0522-2231310 Email <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>
<b>Office:</b> <b>DELHI</b>  <b>Areas of Jurisdiction:</b> Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building., Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23239633/7539 Fax : 011-23230858 Email <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>	<b>Office:</b> <b>MUMBAI</b>  <b>Areas of Jurisdiction:</b> Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), MUMBAI-400 054. Tel : 022- 26106552 / 26106960 Fax : 022-26106052 Email <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>
<b>Office:</b> <b>PUNE</b>  <b>Areas of Jurisdiction:</b> Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, 2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayan Pet, Pune – 411 030. Tel.: 020 - 32341320 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>		

**Annexure – ‘A’**

**Section 39 - Nomination by policyholder**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015, dated 23<sup>rd</sup> March 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 them

the 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) Act, 2015 dated 23<sup>rd</sup> March 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 Insurance Laws (Amendment) Act 2015 dated 23<sup>rd</sup> March 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 Insurance Laws (Amendment) Act, 2015 dated 23<sup>rd</sup> March 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Act, as amended from time to time for complete and accurate details.]*

## Annexure – 'B'

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

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 dated 23<sup>rd</sup> March 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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