# POLICY DOCUMENT PART A

### a) Forwarding Letter

26-Apr-23
Client ID: G3120871
Ms. Archana Kiran Sunkari
Deputy General Manager-HR
Paradise Food Court Private Limited
1-7-186 to 193 Paradise circle,
SD Road Secunderabad,
Hyderabad, Telangana- 500003

Dear Customer,

Master Policy Number: GT000554 (Pramerica Life Group Term Plan)

Thank you for choosing Pramerica Life Insurance Limited. We have pleasure in enclosing the details of Insured Members and the following documents which form part of the Master Policy Documents.

- Policy Schedule
- First Premium Receipt
- Deposit Statement
- Member Data
- Standard Terms & Conditions
- Offer Letter (Scanned copy)
- Proposal Form (Scanned copy)

Please check the documents carefully to ensure the details are correct. If you wish to discuss any aspect of your Policy or if you have any query or complaint please contact us at 1860-500-7070 (Local charges apply) or write to us at <a href="mailto:contactus@pramericalife.in">contactus@pramericalife.in</a>. For claim related queries in respect of any Insured Member please contact 1860-500-7070 (Local charges apply).

You 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 you disagree to any of these terms or conditions, you have the option to return the Policy stating the reasons for objection. You 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.

We request you to also ensure compliance of the group guidelines as issued by Insurance Regulatory and Development Authority of India from time to time and the term and conditions mentioned in this Master Policy Document.

Warm Regards,

Pankaj Gupta, Managing Director and CEO

Your broker details:

Broker Name: Direct Sales-Group Business

Jankaj Compta

Broker Code: 70000017

## b) Policy Preamble

Pramerica Life Insurance Limited (the Company) has entered into this Policy with the Master Policyholder on the basis of the information, statements and documents the Master Policyholder has provided about itself and the Insured Members in the Application Form and otherwise which shall be deemed to be a part of this Policy.

This Policy is subject to the terms and conditions stated in the Policy Document.

The Company agrees to pay the benefits on the happening of the insured event as detailed in the Policy Document, and while this Policy is in force.

Signed by and on behalf of

Jankaj Compta

**Pramerica Life Insurance Limited** 

Pankaj Gupta, Managing Director and CEO

Date: 26-Apr-23

# LIFE INSURANCE

# PRAMERICA LIFE GROUP TERM PLAN (A NON-LINKED NON PARTICIPATING ONE YEAR RENEWABLE GROUP TERM LIFE INSURANCE PLAN)

### c) Policy Schedule

# **Schedule**

Schedu	<u>                                     </u>		
Plan Name:	Pramerica Life Group Term Plan UIN: 140N034V04		
Group Scheme Name:	Pramerica Life Group Term Plan		
Types of Scheme:	Employer - Employee Scheme		
Policy Number:	GT000554		
Master Policyholder:	Paradise Food Court Private Limited		
Registered / Head Office Address & Pin Code:	Paradise Food Court Private Limited 1-7-186 to 193 Paradise circle, SD Road Secunderabad, Hyderabad, Telangana- 500003		
Policy Commencement Date:	02-Apr-23		
Premium Frequency:	Annual		
Premium Due Date:	02-Apr-24		
Annual Renewal Date:	02 <sup>nd</sup> of Apr Every Year		
Total Sum Assured:	1,13,07,50,000		
Premium Rate per thousand Sum Assured per Annum – (Without GST):	0.987		
Premium (without GST):	11,16,050.25/-		
GST:	2,00,889.05/-		
Elizibility condition.	Min Age at Entry- 18		
Eligibility condition:	Max Age at Entry- 75		
Initial No. of Members covered:	1891		
Currency of the Policy:	INDIAN RUPEES		
Special conditions, if any:			
	I		

### 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 Pramerica Life Insurance Limited, at Gurgaon **26-Apr-23**.

Sor-

**Authorized Signatory** 

# LIFE INSURANCE

# PRAMERICA LIFE GROUP TERM PLAN (A NON-LINKED NON PARTICIPATING ONE YEAR RENEWABLE GROUP TERM LIFE INSURANCE PLAN)

**FIRST PREMIUM RECEIPT** 

Date: 26-Apr-23

Policy Number : **GT000554 UIN : 140N034V04** 

Plan : Pramerica Life Group Term Plan Next Premium due on : 02-Apr-24

MPH Name: Paradise Food Court Private Limited

Address: 1-7-186 to 193 Paradise circle,

SD Road Secunderabad,

Hyderabad, Telangana- 500003

Date of commencement: 02-Apr-23

Frequency: Annual

Revenue stamp

Premium :Rs. 11,16,050.25/-GST : Rs. 2,00,889.05/-

Total premium Payable: Rs. 13,16,939.30/-

We have received the amount as noted in the schedule being the First Premium on the policy assurance for the plan and amount indicated therein.

In-

**Authorized Signatory** 

#### Please note:

1. Our GSTIN: 06AACCD6557A1ZZ

Address: 4th Floor, Building number 9, Tower B, Cyber City, DLF City PH - III, Haryana, Gurgaon, 122002 2. Where the first premium is paid by cheque, the assumption of risk by the Company under this Policy is subject to encashment of the cheque.

GST E-Invoicing Declaration: We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

For further assistance, please feel free to contact your Pramerica Life Salesperson. You may also call us on our Customer Service Helpline 1860-500-7070 (Local charges apply) or email us at <a href="mailto:contactus@pramericalife.in">contactus@pramericalife.in</a>



# LIFE INSURANCE

# PRAMERICA LIFE GROUP TERM PLAN (A NON-LINKED NON PARTICIPATING ONE YEAR RENEWABLE GROUP TERM LIFE INSURANCE PLAN)

Master Policy number : GT000554 Date : 26-Apr-23

UIN: 140N034V04

Ms. Archana Kiran Sunkari Deputy General Manager-HR Paradise Food Court Private Limited 1-7-186 to 193 Paradise circle, SD Road Secunderabad, Hyderabad, Telangana- 500003

Premium Deposit Statement							
Credits			Debits				
Cheque Date/ NEFT Date	Realized Date	Cheque No / Ref. No	Amount	Transaction Date	Description	Remarks	Amount
02-Apr-23	02-Apr-23	N092232397949185	13,19,240.00	26-Apr-23	Policy Issuance	Premium Excl GST	11,16,050.25
				26-Apr-23	Policy Issuance	GST	2,00,889.04
Total Credit 13,19,240.00			Total Debit			13,16,939.30	
Balance in Account(Total Credit - Total Debit)					2,300.71		

Sm-

**Authorised Signatory Group Business Operations.** 

\* GSTIN: 06AACCD6557A1ZZ

Address: 4th Floor, Building number 9, Tower B, Cyber City, DLF City PH - III, Haryana, Gurgaon, 122002

### Annexure 1:

Kindly note below members have been issued till Free Cover Limit. Excess Sum Assured will be covered after U/W Requirements are completed. Since Free cover Limit is valid upto age 64 years hence members above 64 years will be covered only after the U/W Requirements are completed.

S.No.	Emp Name	EMP ID	Date of Birth	Member age	Gender	Sum Assured Opted	Sum assured Granted	SA to be Underwritten	Medicals required
1	Karamallaya Mallappa B	PFCH01437	01-Jan-55	68	Male	5,00,000	0	5,00,000	BP, ECG, MER, FMQ, Covid-19 Questionnaire

### Where,

•	FMQ	Medical Questionnaire.	
•	1 1010	Medical Questionnale.	

MER Medical Examination Reports by panel physician.

RUA Routine Urine Analysis (Physical, Chemical and Microscopic)

BP Blood Profile.

CBC Complete Blood Count on automated cell counter.

TMT Tread Mill Test/Stress Test/ Exercise Stress Test/ Exercise ECG

HBA1C Glycosylated Haemoglobin A1c estimation.

• ECG Electrocardiogram on multi-channel recorder

• Covid-19 Covid Questionnaire

PSA Prostate specific Antigen

#### 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 Insured Member (or) 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.

**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 in case of half yearly & quarterly mode and 15 days in case of monthly mode, from the Premium Due Date within which Premiums can be paid without interest. No Grace Period shall be applicable in case of yearly mode

**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 and the Schedule, 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**).

**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 form the date of Our request of such information and/or documentation.

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

#### **Section Two: Payment of Premium**

Premium are 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.

**Grace Period** means a period of 30 days in case of half yearly & quarterly mode and 15 days in case of monthly mode, from the Premium Due Date within which Premiums can be paid without interest. No Grace Period shall be applicable in case of yearly mode.

If any Eligible Member becomes an Insured Member during the Policy Year, a pro-rata Premium is payable for that Eligible Member to provide coverage for the period from Effective Date of Coverage to next Premium Due Date. 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.

If an Insured Member ceases to be an Insured Member during a Policy Year for any reason other than the Insured Member's death, the Company may refund pro rata the Premium received in respect of the Insured Member for that Policy Year.

### Section Three: Benefit Payable on Death

Upon death (including death due to suicide) 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 entertained, 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** 

Revival is available up to 3 months from the date of first unpaid Premium but within the policy term of one year. There shall be no revival unless:

- a) The Master Policyholder gives the Company written request for revival and proposed date of Revival.
- b) The Company agrees to revive the Policy, for which purpose the Master Policyholder shall comply with any requests for information and documentation made by the Company.
- c) The Master Policyholder makes payment of all outstanding Premiums due from the last date of receipt of Premium to the proposed date of revival.

The revival of the Policy shall only be effective from the date on which the Company has issued a written endorsement confirming the revival of the Policy. The Master Policyholder understands and agrees that there is no obligation on the Company to revive the Policy 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, he/she has an option to return the Policy stating the reasons for his/her 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.

In case the Master Policyholder surrenders the Policy, an Insured Member can request the Company in writing to continue the coverage applicable to such Insured Member in accordance with the terms and conditions of 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:
  - (1) The claim form duly completed and countersigned by the authorized signatory of Master Policyholder.
  - (2) Evidence of Insured Member's date of birth if the Company has not admitted the age of the Insured Member.
  - (3) 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

- 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,
  - 3. claims, awards or judgments arising out of or howsoever connected to the original Policy Document.

#### 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.

### 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, 1938 as amended from time to time.

If the age of the Insured Member is higher than the age specified in the Application Form, the Company will decrease the Coverage Sum Assured and other benefits based on the correct age of Insured Member.

If the age of the Insured Member is lower than the age specified mentioned in the Application Form, the Company will refund the excess Premium received (without interest) under the Policy based on the correct age of Insured Member

#### 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 Goods & Services 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 IRDAI 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.

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.



#### **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: 1860-500-7070 (Local charges apply) (9:30 am to 6:30 pm from Monday to Saturday)

Email: contactus@pramericalife.in

Email for Senior Citizen: seniorcitizen@pramericalife.in

Website: www.pramericalife.in

Communication Address:

Customer Service, Pramerica Life Insurance Limited, 4th Floor, Building No. 9 B, Cyber City, DLF City Phase III, Gurgaon–122002. Office hours: 9:30 am to 6:30 pm from Monday to Friday

#### III) 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@pramericalife.in

Grievance Redressal Officer Pramerica Life Insurance Limited, 4th Floor, Building No. 9 B, Cyber City, DLF City Phase III, Gurgaon– 122002

GRO Contact Number: 0124 - 4697069

Office hours: 9.30 am to 6.30 pm from Monday to Friday

#### IV) IRDAI- 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

Complaints against Life Insurance Companies: Insurance Regulatory and Development Authority of India Consumer Affairs Department

Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032

# 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.

Any person who has a grievance against an insurer, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.

The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

You may approach the Insurance Ombudsman if your grievance pertains to any of the following:

- a. Delay in settlement of claim beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999
- b. Any partial or total repudiation of claims
- c. Disputes over premium paid or payable in terms of insurance policy

### Pramerica Life Insurance Limited

- d. Misrepresentation of policy terms and conditions
- e. Legal construction of insurance policies in so far as the dispute relates to claim
- f. Policy servicing related grievances against insurers and their agents and intermediaries
- g. Issuance of Life insurance policy, which is not in conformity with the proposal form submitted by the proposer
- h. Non-issuance of insurance policy after receipt of premium
- i. Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f)

No complaint to the Insurance Ombudsman shall lie unless

- (a) The complainant makes a written representation to the insurer named in the complaint and—
  - (i) Either the insurer had rejected the complaint, or
  - (ii) The complainant had not received any reply within a period of one month after the insurer received his representation, or
  - (iii) The complainant is not satisfied with the reply given to him by the insurer
- (b) The complaint is made within one year-
  - (i) After the order of the insurer rejecting the representation is received, or
  - (ii) After receipt of decision of the insurer which is not to the satisfaction of the complainant, or
  - (iii) After expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant.

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

Link http://www.ecoi.co.in/ombudsman.html



### **Insurance Ombudsman List**

Office Details	Jurisdiction of Office
AHMEDABAD - Shri Kuldip Singh	Union Territory,District)  Gujarat,
Office of the Insurance Ombudsman,	Dadra & Nagar Haveli,
Jeevan Prakash Building, 6th floor,	Daman and Diu.
Tilak Marg, Relief Road,	Daman and Did.
Ahmedabad – 380 001.	
Tel.: 079 - 25501201/02/05/06	
Email: bimalokpal.ahmedabad@cioins.co.in	
BENGALURU -	Karnataka.
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,	
Bengaluru – 560 078.	
Tel.: 080 - 26652048 / 26652049	
Email: <u>bimalokpal.bengaluru@cioins.co.in</u>	
BHOPAL -	Madhya Pradesh
Office of the Insurance Ombudsman,	Chattisgarh.
Janak Vihar Complex, 2nd Floor,	ů
6, Malviya Nagar, Opp. Airtel Office,	
Near New Market,	
Bhopal – 462 003.	
Tel.: 0755 - 2769201 / 2769202	
Fax: 0755 - 2769203	
Email: bimalokpal.bhopal@cioins.co.in	
BHUBANESHWAR - Shri Suresh Chandra Panda	Oriena
	Orissa.
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubneshwar – 751 009.	
Tel.: 0674 - 2596461 /2596455	
Fax: 0674 - 2596429	
Email: <u>bimalokpal.bhubaneswar@cioins.co.in</u>	
CHANDIGARH -	Punjab,
Office of the Insurance Ombudsman,	Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh)
S.C.O. No. 101, 102 & 103, 2nd Floor,	Himachal Pradesh, Union Territories of Jammu & Kashmir,
Batra Building, Sector 17 – D,	Ladakh & Chandigarh.
Chandigarh – 160 017.	· ·
Tel.: 0172 - 2706196 / 2706468	
Fax: 0172 - 2708274	
Email: bimalokpal.chandigarh@cioins.co.in	
CHENNAI -	Tamil Nadu,
Office of the Insurance Ombudsman,	Tamil Nadu
Fatima Akhtar Court, 4th Floor, 453,	PuducherryTown and
Anna Salai, Teynampet,	Karaikal (which are part of Puducherry).
CHENNAI – 600 018.	Karaikai (which are part of Fuducherry).
Tel.: 044 - 24333668 / 24335284	
Fax: 044 - 24333664	
Email: bimalokpal.chennai@cioins.co.in	D. II. O.
DELHI - Shri Sudhir Krishna	Delhi &
Office of the Insurance Ombudsman,	Following Districts of Haryana - Gurugram, Faridabad, Sonepat &
2/2 A, Universal Insurance Building,	Bahadurgarh.
Asaf Ali Road,	
New Delhi – 110 002.	
Tel.: 011 - 23232481/23213504	
Email: bimalokpal.delhi@cioins.co.in	
GUWAHATI -	Assam,
Office of the Insurance Ombudsman,	Meghalaya,
Jeevan Nivesh, 5th Floor,	Manipur,
Nr. Panbazar over bridge, S.S. Road,	Mizoram,
Guwahati – 781001(ASSAM).	Arunachal Pradesh.
Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
Email: bimalokpal.guwahati@cioins.co.in	ragaiana ana mpara.
HYDERABAD -	Andhra Pradesh,
	· ·
Office of the Insurance Ombudsman,	Telangana,
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6th Floor, Jeevan Bhawan, Phase-II,	Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi,
Nawal Kishore Road, Hazratganj,	Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur,
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NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following Districts of Uttar Pradesh:
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Bhagwan Sahai Palace	Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar,
4th Floor, Main Road,	Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar,
Naya Bans, Sector 15,	Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj,
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#### 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. 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.
- 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.
- 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 dated 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 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Act, 1938 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 are as follows:

- 1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy

Whichever is later.

- 2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy

Whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

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

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Act, 1938 as amended from time to time for complete and accurate details.]