

Date:



PART - A

Date: <_____>

Name of Master Policyholder:

Address of Master Policyholder:

Contact Number/(s) of Policyholder:

Dear <Master Policyholder Name>,

Sub.: Your Master Policy No. <<_____>> - Edelweiss Life – Pradhan Mantri Jeevan Jyoti Bima Yojana: A Non-Linked, Non-Participating Group Yearly Renewable Term Insurance Plan

Thank you for choosing Edelweiss Life as your preferred life insurance partner.

We are confident that the product chosen by you will suit your need.

Policy Document:

We have prepared your Master Policy on the basis of the Proposal Form submitted by you. We request you to go through the enclosed Policy Document in detail and check for the accuracy of information. A copy of your Proposal Form and other relevant documents (if any) as submitted by you are also enclosed for your information and records.

Please preserve this Policy Document safely and inform your Nominee about the same.

In case you are keen to know more about your Master Policy or you need further assistance, you may contact your sales person who has advised you while purchasing this Master Policy at the below details:

Name of the PFA / Corporate Agent/ Relationship Manager/ Broker	Code/License No.	Contact Nos.

Alternatively, you may contact our Service Expert at 1800 2121 212 or email us at care@edelweisslife.in

We look forward to serve you.

Regards,

For Edelweiss Life Insurance Company Limited

Authorised Signatory

Registered & Corporate Office Address: 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai 400070

Edelweiss Life Insurance Company Limited

**Registered & Corporate Office: 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kiroi Road, Kurla (W), Mumbai
400070**

POLICY DOCUMENT - Edelweiss Life - Pradhan Mantri Jeevan Jyoti Bima Yojana (Non-Linked, Non-Participating, Yearly Renewable Group Term Insurance Plan)

UIN: 147G039V01

POLICY PREAMBLE

This Policy is a non-linked, non-participating, yearly renewable group term insurance policy. This document is the evidence of a contract of insurance between Edelweiss Life Insurance Company Limited ('the Company') and the Master Policyholder as described in the Policy Schedule given below, who shall hold the same and all Benefits payable thereunder upon trust for the benefit of the Members, under the Scheme to whom the said Benefits are payable (or their Nominees).

This Master Policy is issued pursuant to the proposal made by the Master Policyholder and submitted to the Company along with the required documents, declarations, statements and other information received by the Company from the Master Policyholder, for or on behalf of the Members of the Scheme on the date shown in the Policy Schedule for the benefit of the Members of the Scheme. This Master Policy is effective upon receipt and realisation of Premium received by the Company from the Master Policyholder on behalf of the members of the Scheme subject to the terms of the Master Policy. This Master Policy is written under and will be governed by the applicable laws in force in India and all Premiums and Benefits are expressed and payable in Indian Rupees

POLICY SCHEDULE

Master Policy Number	Product Name and UIN
<< >>	Edelweiss Life - Pradhan Mantri Jeevan Jyoti Bima Yojana <<147G039V01>>

Name of the Master Policyholder:	<<_____>>
Address:	

Master Policy Details		
Policy Commencement Date		
Policy Year	<<dd/mm/yyyy – dd/mm/yyyy>>	
Annual Renewal Date	1 st June	
Number of Members (As on Policy Commencement Date)		
Sum Assured	Rs.2,00,000/- per Member	
Mode of Premium	Annual	
First Year Premium	Month of Entry	Premium Payable per Member* (Rs.)
	June, July, August	330
	September, October, November	258
	December, January, February	172
	March, April, May	86
Annual Renewal Premium	Rs. 330/- + applicable tax	
Scope of Coverage	Voluntary	
Minimum Entry Age	18 years (age last birthday)	
Maximum Entry Age	For New Member: 50 years (age nearest birthday) In case of Renewal: 54 years (age nearest birthday)	
Maximum Maturity Age	55 years (age nearest birthday)	

* exclusive of applicable taxes, if any

Stamp Duty paid: Rs.<< POL-STMP-DUTY-AMT>>/- paid by Pay Order vide Mudrank receipt no: _____ dated _____
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For Edelweiss Life Insurance Company Limited

Authorised Signatory

This Policy Document is signed using a digital signature for and on behalf of Edelweiss Life Insurance Company Limited.

We request you to go through the Master Policy and check for the accuracy of information provided therein. In case you notice any mistake you may return the Master Policy to us for necessary correction.

SAMPLE

PART – B

DEFINITIONS

Defined Term	Meaning
Accident:	means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
Annual Renewal Date:	means the same date at the end of each policy anniversary as the date of commencement of the Master Policy.
Certificate of Insurance (COI):	means the document issued by the Company to the Member which shall specify the details of the Coverage for the Member under the Master Policy.
Coverage:	means the group life insurance offered in respect of the Member of the Master Policyholder under this Master Policy.
Coverage Term:	means in respect of a Member, the period commencing from the Entry Date or the Annual Renewal Date and ending on the following 31 st of May.
Death Benefit:	means the Benefits which would be payable to the Nominee on the death of the Member and as specified in the Master Policy.
Entry Date:	means, the date on which a person is admitted by the Insurer as a Member under the Master Policy.
IRDAI / Authority:	means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act, 1999.
Insurance Act:	means The Insurance Act, 1938, IRDAI Act, 1999 and The Insurance Laws (Amendment) Act, 2015 as amended from time to time.
Member:	means the person who having met all the requirements mentioned in the Eligibility Conditions is entitled to participate in the insurance plan under this Master Policy and in whose favour a Certificate of Insurance may be issued.
Master Policy:	means the contract of insurance as evidenced by this Policy Document, the Proposal Form, any other information/document attached or annexed including any endorsement attached to the Policy Document issued by us and the individual enrolment forms and COI for Members which together constitute the entire contract between the parties.
Master Policyholder / You / you / your:	means or refers to the Bank named in the Policy Schedule as the Master Policyholder.
Nominee:	means the person or persons nominated by the Member to receive the Death Benefit, through the Master Policyholder.
Policy Commencement Date:	means the date as shown in the Policy Schedule from which the Policy commences.
Policy Term:	means in respect of this Master Policy, a period commencing from the Policy Commencement Date/ Annual Renewal Date for which Coverage is provided to Members and ending on the following 31 st day of May.
Policy Year:	means a period starting from the Policy Commencement Date / latest Annual Renewal Date and ending with the day before the next Annual Renewal Date.
Policy Schedule:	means the Schedule and any endorsements attached to and forming part to this Master Policy and if any updated Schedule is issued, then the Schedule latest in time.
Premium:	means an amount stated in the Policy Schedule payable by You to Us by the due date and in the manner specified in the Policy Schedule, to secure

	the benefits under this Master Policy, excluding applicable taxes, if any (present and/or future).
Proposal Form:	means the signed and dated form and any accompanying declarations or statements submitted to Us by You for the purpose of obtaining this Master Policy
Revival:	means the restoring of benefits under this Master Policy which are otherwise not available due to non-payment of premium on due date, resulting in termination of the Coverage.
Scheme:	means the set of rules governing the benefit structure, Eligibility Conditions and other terms of the scheme as notified by the Government of India under the Pradhan Mantri Jeevan Jyoti Bima Yojana ('PMJJBY') from time to time.
Sum Assured:	means the amount payable under this Master Policy per Member upon death during the Membership subject to terms, conditions and provisions of this Master Policy.
We/we/Our/Us/us/ Company:	means Edelweiss Life Insurance Company Limited.

Interpretation: In this Policy Document, where appropriate, references to the singular will include references to the plural and references to one gender will include references to the other.

PART – C

POLICY BENEFITS

1. Death Benefit

The Death Benefit of Rs. 200,000 shall be payable to the Nominee of the Member in case of death of the Member during the Policy Year. This will be subject to Master Policy being in force and all due Premiums, applicable taxes (if any) having been paid and subject to any restrictions or qualifications referred to in these clauses. This amount specified in the Policy Schedule/Certificate of Insurance ('COI') as the Sum Assured for such Member shall become due to the Nominee of the Member.

The Death Benefit for a Member under the PMJJBY cannot exceed the Sum Assured even in case where the Member is covered through multiple insurers. In such an event, the claim will be payable for the first proposal (based on the date of enrolment of the Member) and the premiums on the subsequent covers are liable to be forfeited.

2. Lien Clause:

Claims for deaths which occur during the first 45 days from the date of enrolment will not be paid, effectively meaning that the risk cover will commence only after the completion of 45 days from the date of enrolment into the scheme by the member. However deaths due to accidents will be exempt from the Lien Clause.

3. Maturity Benefit

No Maturity Benefit is payable under this Master Policy.

4. Eligibility Conditions

Any person who satisfies all of the following conditions shall be eligible to be enrolled as a Member under the Master Policy:

- i. Person should be at least 18 years (age last birthday) of Age;
- ii. Person should not be more than 50 years (age nearest birthday) of Age in case of new Members and 54 years (age nearest birthday) of Age in case of renewals;
- iii. Person should have a savings bank account with the Master Policyholder with sufficient balance;
- iv. Person who is not already insured under the Pradhan Mantri Jeevan Jyoti Bima Yojana Scheme by any other life insurer;
- v. Person who satisfies further Eligibility Conditions, as may be specified by the Scheme

5. Premiums

- i. Prior to the Annual Renewal Date, the Company shall advise the Master Policyholder of the payment of the due Premium, applicable taxes, if any.
- ii. The Premiums under the Master Policy shall be paid annually as set out in the Policy Schedule or as amended subsequently.
- iii. The premium amount payable will be as specified by the Government of India from time to time and would be in accordance with the Scheme.
- iv. It will be the responsibility of the Master Policyholder to collect the appropriate Premium from the Members.
- v. The Members may opt for auto-debit facility till the Master Policy is in force.
- vi. Consent cum Declaration Form in the prescribed format shall be obtained from the

member and retained by the Master Policyholder. In case of claim, we may seek submission of the same and reserve the right to call for these documents at any point of time.

- vii. The Premiums under the Master Policy shall be paid in full irrespective of the Policy Term.

6. **Commencement of Insurance**

On the Policy Commencement Date and each Annual Renewal Date, the Company shall grant Coverage in accordance with the provisions in respect of each person who fulfils the Eligibility Conditions on that date, has paid the requisite Premium and who is accepted by the Company as a Member under the Master Policy. In the event of any other person becoming a Member at any time during the Policy Year and the requisite Premium, applicable taxes (if any) being received in full by the Company, he shall be accepted as a Member by the Company immediately on the Company being notified and being satisfied that such person has met all the conditions of eligibility and he shall be covered for the Coverage Term.

7. **Grace Period**

A Grace Period of 30 days from the Annual Renewal Date applies under this Policy. If the Master Policyholder does not pay the due Premium before the end of the Grace Period, the Master Policy will be terminated and Coverage to the Members will cease.

8. **Modification, Amendment, Re-enactment of or to the Insurance laws and rules, regulations, guidelines, clarifications, circulars etc., thereunder**

This Master Policy is subject to:

- i. The Insurance Act as amended from time to time,
- ii. Amendments, modifications (including re-enactment) as may be made from time to time; and
- iii. Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments, changes to the Scheme, etc as may be introduced thereunder from time to time.

We reserve the right to change any of these provisions and terms and conditions of the Policy in accordance with changes in applicable Regulations or Laws and where required, with IRDAI's approval.

9. **Register of Members**

- i. The Master Policyholder shall maintain a Register of Members which shall have details of all the Members including their nomination details. This Register would form an integral part of this Master Policy.
- ii. A Member will be removed from the Register of Members at any time if he ceases to fulfill the Eligibility Conditions or if it is discovered that he is not a Member or has ceased to be a Member as per the rules of the Scheme.
- iii. The Company or its Auditors may inspect the Register by giving advance notice to the Master Policyholder. The Company may from time to time, ask for the records and/or a certificate to be issued from the Auditors of the Master Policyholder.
- iv. Before assuring any Benefit under these provisions in respect of a person and to determine the rights and obligations of the Insurer under these provisions, the Master

Policyholder must provide us with such information, data and evidence as we consider necessary in such form as required/specified by us.

- v. In the event of any change in the name or other particulars of a Member during a Policy Year, the Master Policyholder must inform us of the change within 15 days of being informed of the same by the said Member or on the Master Policyholder becoming aware of the same, whichever is earlier.
- vi. Subject to Section 45 of the Insurance Act 1938, as amended from time to time, if in respect of a Member any information, data or evidence given to us proves to be incorrect, the particular Insurance in respect of such Member shall be rendered voidable, at our instance.

SAMPLE

PART – D

1. Surrender Benefit

There is no surrender benefit payable under this Master Policy.

If a member exits from the scheme or discontinues paying premiums on or before the Annual Renewal Date (if the scheme then exists), the Coverage shall terminate and no benefit shall be payable.

Master Policyholder can exit from the contract by giving one month notice to us. After the expiry of the notice period, scheme will be closed for new members, however, cover for the existing members will continue till the following 31st May.

Members who exit the scheme at any point may re-join the scheme in future years; however such members shall be treated as new Members and their Coverage shall start after 45 days from the date of enrolment at the time of re-joining.

2. Policy Loan

There is no loan facility under this Master Policy.

3. Termination of Master Policy

The Policy may be terminated at any Annual Renewal Date by either the Master Policyholder or the Company by a written notice of termination to the other party, not less than thirty days before the Annual Renewal Date on which such termination shall be effective. However, termination shall be without prejudice to any claim occurring prior to the date of termination. However, the Master Policy shall automatically terminate if it is not renewed by the Master Policyholder within the Grace Period. In case the Master Policy is terminated for any reason whatsoever, while the Coverage is still in force, we will continue to service the Members up to the immediate following Annual Renewal Date.

4. Termination of Coverage for Member

The Coverage under the Scheme in respect of any Member shall cease on:

- i. Expiry of Policy Term or member Coverage Term and non-renewal thereafter.
- ii. Non-payment of the Premium, applicable taxes, if any when due.
- iii. Date of death of the Member
- iv. On member attaining age 55years (age nearest birthday) subject to annual renewal up to that date
- v. Closure of account with the bank or insufficiency of balance to keep the insurance in force
- vi. Ceases to be a Member for what so ever reason
- vii. Coverage under multiple bank accounts and Premium being received inadvertently. In such case, the Coverage shall be restricted to Rs. 2 lacs only and the received Premium shall be liable to be forfeited.

The policy can also terminate in accordance with the changes in the Rules of the Scheme notified by the Government of India under Pradhan Mantri Jeevan Jyoti Bima Yojana from time to time.

5. Revival

The Member can revive the Coverage for full benefits effective from the Revival Date, on payment of the full year's Premium along with submission of declaration of good health certificate. The Revival will be allowed provided the Member fulfils the Eligibility Conditions stated in this Master Policy and the terms and conditions as prescribed by the Government of India from time to time.

SAMPLE

PART – E

Not Applicable

SAMPLE

PART – F

GENERAL TERMS AND CONDITIONS

a)	Exclusions
	<u>Lien Clause:</u> Claims for deaths which occur during the first 45 days from the date of enrolment will not be paid, effectively meaning that the risk cover will commence only after the completion of 45 days from the date of enrolment into the scheme by the member. However deaths due to accidents will be exempt from the Lien Clause. Exclusions as mandated in Pradhan Mantri Jeevan Jyoti Bima Yojna scheme, as amended from time to time shall be applicable.
b)	Death Claim Procedure
	The Master Policyholder shall give us written intimation of the Member's death and provide us with the following documents for us to assess the claim: - The Claim form, duly completed; - The original or an attested copy of the death certificate; - Documents to establish right of the claimant in the absence of valid nomination - Any other information or documentation that we request. In case of Death due to Accident and unnatural death, the following additional documents are required: - Copy of FIR and Panchnama; - Copy of the Post Mortem report; - Copy of Newspaper clipping, if any; - Copy of the final Police Investigation Report; - Copy of the Chargesheet in case of murder; - Copy of Driving License if the Life Insured was driving at the time of death You are requested to send intimation of the claim to any of our branch offices or to our Corporate office mentioned below. Claims Officer Edelweiss Life Insurance Company Ltd. 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kiro Road, Kurla (W), Mumbai 400070 Email Id: claims@edelweisslife.in Phone no: 1800 2121 212 Receipt of the claim intimation does not amount to acceptance of claim by the Company under the Master Policy and is subject to review by the Company. The decision on acceptance and admissibility of the Claim will be communicated separately by the Company to the claimant.
c)	Nomination
	The Member can nominate a person/(s) in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time.

	<i>[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 in Annexure - (1) for reference].</i>
d)	Assignment
	Assignment is not allowed under this Master Policy.
e)	Validity/ Non-Disclosure
	(i) If You or anyone acting on your behalf makes, fraudulent, misleading or dishonest representation in any respect, then this Master Policy shall be dealt with in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time. (ii) <u>Mis-statement of Age</u> If the date of birth of the Member has been misstated, any amount payable shall be increased or decreased to the amount that would have been provided, as determined by Us, given the correct Age. If at the correct age, the Member was not insurable under this Master Policy according to our requirements, We reserve the right to terminate the Master Policy and pay the Premiums paid till date if any, shall be payable (subject to Section 45 of the Insurance Act, 1938 as amended from time to time). (iii) <u>Section 41</u> No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the Premium shown on the Master Policy, nor shall any person taking out or renewing or continuing a Master Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables or the insurer. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees. (iv) <u>Section 45:</u> Fraud and Misrepresentation shall be dealt with in accordance with the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. <i>[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 in Annexure – (2) for reference].</i>
f)	Currency, Governing Law and Jurisdiction
	The Premiums and benefits payable under the Master Policy shall be payable in India and in Indian Rupees. The Policy shall be governed by the laws in India. The courts of Mumbai shall have the exclusive jurisdiction to settle any disputes arising under this Policy.

g)	Taxation
	The tax benefits under this Master Policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time. We reserve the right to recover from the Master Policyholder all levies including but not limited to applicable taxes levied by the authorities on insurance transactions from time to time and if applicable.
h)	Duplicate Policy Document
	If You lose or misplace the Master Policy document then You may request Us to issue You a duplicate Master Policy Document by giving Us written request and making payment of fee as may be prescribed from time to time. On issue of the duplicate Master Policy document, the original shall automatically cease to have any legal effect.
i)	Intimations and Notices
	All Intimations meant for Us shall be given to Us at Our communication address specified in the Master Policy or at any of Our branch offices. All Notices meant for You will be sent to Your address specified in the Policy Schedule. If You do not notify Us of any changes to Your address, then notices or correspondence sent by Us to the last recorded address shall be valid and legally effective. You would need to intimate us of any change in your address to enable us to provide important information pertaining to your Policy.
j)	Entire Contract
	The Master Policy comprises the entire contract of insurance between You and Us. We shall not be bound or be deemed to be bound by any alterations or changes, unless such changes are made by Us in writing through an endorsement. Notwithstanding anything contained in this Master Policy document, the provisions herein shall stand altered or superseded to such extent and in such manner as may be required by any change in applicable law including but not limited to any regulations, circulars or guidelines issued by IRDAI.
k)	Mode of Communication
	The Company and the Master Policyholder may exchange communications pertaining to this Master Policy either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / to carry out the mandates of the Policyholder on merits in accordance with such communications. While accepting requests / mandate from the Master Policyholder through electronic mail, the Company may stipulate such conditions as deemed fit to give effect to and comply with the provisions of Information Technology Act, 2000 as amended from time to time and/or such other applicable laws in-force from time to time.

PART - G

Grievance Redressal Mechanism:

We have established a Grievance Redressal Mechanism to assist in the resolution of any complaint, grievance, or dispute in respect of the Policy. You are requested to submit your complaint at any of the below mentioned touch points:

- Toll free customer care number: 1-800-2121-212 (Mon-Sat 10 AM TO 7 PM).
- Email us at: GRO@edelweisslife.in
- Write to us at: Customer Care, Edelweiss Life Insurance Company Ltd, 6th Floor, Tower 3, Wing 'B', Kohinoor City, Kirol Road, Kurla (W), Mumbai 400070.
- You can lodge your grievance/complaint at any of our branches/offices

Details of Grievance Redressal officer:

+91-22-71013322 (Between 10 am to 7 pm on Monday to Friday, except public holidays), Email id: GRO@edelweisslife.in.

We will respond with a resolution within 15 calendar days

In case the resolution does not meet your expectations or if you have not received any reply, you may approach the Policyholder's Protection and Grievance Redressal Department on the following contact details:

- IRDAI Grievance Call Centre (Bima Bharosa Shikayat Nivaran Kendra) (IGCC) - Toll free No: 155255 / 1800 425 4732
- Email ID: complaints@irdai.gov.in
- Register online at: <https://bimabharosa.irdai.gov.in/LoginAdmin/Login>

Address for sending the complaint through courier / letter:

Policyholder's Protection and Grievance Redressal Department
Insurance Regulatory and Development Authority of India Survey No.
115/1
Financial District
Nanakramguda
Gachibowli
Hyderabad – 500 032, Telangana

At any point of time, if the resolution does not meet your expectation or if you have not received any reply within a period of one month from the date of receipt of complaint by the Company, you may approach the Insurance Ombudsman for redressal as per Rule 13 and 14 of the Insurance Ombudsman Rules, 2017 ('Insurance Ombudsman Rules').

Powers of Insurance Ombudsman under Rule 13 of the Insurance Ombudsman Rules:

The Ombudsman shall receive and consider the following complaints or disputes relating to:

- a. delay in settlement of claims, beyond the time specified in the Regulations, framed under Insurance Regulatory and Development Authority of India Act, 1999;
- b. any partial or total repudiation of claims by the Company;
- c. disputes over Premium paid or payable in terms of insurance Policy;
- d. misrepresentation of Policy terms and conditions at any time in the Policy Document or Policy contract;
- e. legal construction of insurance policies in so far as the dispute relates to claim;
- f. policy servicing related grievances against the Company and their agents and intermediaries;
- g. issuance of life insurance Policy including health 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 in life insurance including health insurance; and
- i. any other matter resulting from the violation of provisions of the Insurance Act, 1938 as amended from time to time 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) as mentioned above.

Manner in which complaint is to be made in accordance with Rule 14 of the Insurance Ombudsman Rules:

1. Any person who has a grievance against the Insurer/Company/Us, may himself or through his legal heirs make a

- complaint in writing to the Ombudsman within whose territorial jurisdiction the branch or office of the Company, complaint against or the residential address or place of residence of the complainant is located.
2. 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 which the complaint is made, the fact giving rise to complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
 3. No complaint to the Insurance Ombudsman shall lie unless:
 - (a) the complainant makes a written representation to the Company named in the complaint and—
 - i. either the Company had rejected the complaint; or
 - ii. the complainant had not received any reply within a period of one month after the Company received the complainant's representation; or
 - iii. the complainant is not satisfied with the reply given to him by the Company;
 - (b) The complaint is made within one year—
 - i. after the order of the Company rejecting the representation is received; or
 - ii. after receipt of decision of the Company which is not to the satisfaction of the complainant;
 - iii. after expiry of a period of one month from the date of sending the written representation to the Company if the Company named in the complaint fails to furnish reply to the complainant.
 4. The Insurance Ombudsman shall be empowered to condone the delay in filing a complaint as mentioned above under (3) (b), as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under the Insurance Ombudsman Rules.
 5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

1 THE LIST OF THE OMBUDSMAN WITH THEIR ADDRESSES IS GIVEN BELOW:

Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD-380 001. Tel.: 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Office of the Insurance Ombudsman, 2 nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL-462 003. Tel.: 0755-2769201/9202 Email: bimalokpal.bhopal@cioins.co.in
Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674-2596455/2596461 Email: bimalokpal.bhubaneshwar@cioins.co.in	Office of the Insurance Ombudsman, SCO No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.: 0172-2706196/2706468 Email: bimalokpal.chandigarh@cioins.co.in
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4 th Floor, 453 Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044-24333668/24335284 Email: bimalokpal.chennai@cioins.co.in	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.: 011- 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in
Office of the Insurance Ombudsman, Jeevan Nivesh, 5 th Floor, Nr. Panbazar over bridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361- 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040-23312122 Email: bimalokpal.hyderabad@cioins.co.in
Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road,	Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4 th Floor, 4, C.R.Avenue,

ERNAKULAM-682 015. Tel: 0484-2358759/2359338 Email: bimalokpal.ernakulam@cioins.co.in	KOLKATA - 700072 Tel: 033-22124339/22124340 Email: bimalokpal.kolkata@cioins.co.in
Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW-226 001. Tel : 0522 -2231331/2231330 Email: bimalokpal.lucknow@cioins.co.in	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel: 022- 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in
Office of the Insurance Ombudsman, Gr. Floor, Jeevan Nidhi - II, Bhawani Singh Marg, JAIPUR – 302005. Tel: 0141-2740363 Email: bimalokpal.jaipur@cioins.co.in	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Darshan, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth PUNE - 411030. Tel: 020-41312555 Email: bimalokpal.pune@cioins.co.in
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 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 th Floor, Main Road Naya Bans, Sector 15, Distt: Gautam Buddh Nagar NOIDA – 201301. Tel: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in
Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001, Tel No: 0612- 2547068 Email id : bimalokpal.patna@ecoi.co.in	

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Section 39 - Nomination by Member

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

01. 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.
02. 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.
03. Nomination can be made at any time before the maturity of the policy.
04. 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.
05. 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.
06. 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.
07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
08. 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.
09. 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 policies maturing for payment on the commencement of The Insurance Act, 1938.
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 this Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 ('MWP Act') applies or has at any time applied except where, 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 a simplified version of Section 39 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.]

SAMPLE

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 from time to time are as follows:

1. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 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.
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 a simplified version of Section 45 of the Insurance Act, 1938 as amended from time to time. The Policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.]