

PRAMERICA LIFE DENGUE+ GROUP SHIELD (NON-LINKED NON-PAR YEARLY RENEWABLE FIXED BENEFIT GROUP PURE RISK HEALTH PRODUCT)

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

Act means the Insurance Act, 1938 (4 of 1938)

Age means age at last birthday at the Coverage Commencement Date.

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.

Assignee is the person to whom the rights and benefits are transferred by virtue of an Assignment

Authority means the Insurance Regulatory and Development Authority of India established under the provision of section 3 of the Insurance Regulatory and Development Authority Acts, 1999.

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

Chikungunya means a mosquito-borne viral illness of sudden onset caused by the Chikungunya virus. This infectious disease is characterized by fever, severe joint pain, headache, muscle pain, fatigue and rash. In severe cases it can cause life threatening complications

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.

Company, Insurer, We, Us shall mean Pramerica Life Insurance Limited.

Coverage Expiry Date means the date on which coverage for the Insured Member ends as specified in the Membership Register. **Coverage Sum Insured** means the amount payable to the Insured Member specified in the Membership Register according to the terms and conditions of this Policy.

Dengue Fever means a fever which is diagnosed as Dengue Fever/ Dengue Haemorrhagic fever and/or Dengue Shock Syndrome.

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 for other than single premium policies means the time granted by the insurer from the due date of payment of premium, without any penalty or late fee, during which time the policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the policy. The grace period for payment of the premium for all types of life insurance policies shall be fifteen days, where the policyholder pays the premium on a monthly basis and 30 days in all other cases.

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

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

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

(a) Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery

(b) Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
2. It needs ongoing or long-term control or relief of symptoms
3. It requires rehabilitation for the patient or for the patient to be specially trained to cope with it
4. It continues indefinitely
5. It recurs or is likely to recur

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IRDAI means the Insurance Regulatory and Development Authority of India.

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 and to whom a Certificate of Insurance has been issued.

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

Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council of Indian Medicine or for Homoeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. The Medical Practitioner should be neither the life insured himself nor related to the life insured by blood or marriage.

Medically Necessary means any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a Medical Practitioner;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

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 Insured, Nominee (and Appointee if the Nominee is a minor) details, the Effective Date of Coverage and any special conditions applicable to the Insured Member.

Minor means any Person, at the inception of the Policy, whose age is less than 18 years and is named in the Proposal Form as Life Insured or Nominee / Beneficiary

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

Non-Linked insurance products are the products other than Linked insurance products.

Non-Participating or "Products without participation in profits" means products where policies are not entitled for any share in surplus (profits) during the term of the policy.

Notification of claims means the process of intimating a claim to the insurer through any of the recognized modes of communication.

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 Certificate 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**).

Senior Citizen shall have the same meaning assigned to it under Maintenance and Welfare of Parents and Senior Citizens Act, 2007.

Separation Period is defined as consecutive period of 30 days starting from the date of discharge from Hospital to date of diagnosis of other illness covered under the product and for which no claim is paid in a given policy year. It is restricted to the given policy year only.

Severe Malaria means a mosquito-borne illness of sudden onset caused the Plasmodium parasite mainly Falciparum and Vivax in India. This infectious disease is characterized by fever and fatigue. In severe cases it can cause life threatening complications

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.

Unique Identification Number (UIN) means a Unique number allotted to each product which is require to be disclosed in product related literature , Policy document and any other supporting document of such product.

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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
- f) Payment of Sum Insured on diagnosis of covered illnesses

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.

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: Policy Benefits

Under Option-I: Dengue Shield
100% of the Sum Insured shall be provided on the diagnosis of Dengue Fever (as defined below).

Under Option-II: Dengue & Chikungunya Shield

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100% of the Sum Insured shall be provided on the diagnosis of Dengue Fever and Chikungunya (as defined below).

Under Option-III: Dengue & Severe Malaria Shield

100% of the Sum Insured shall be provided on the diagnosis of Dengue Fever and Severe Malaria (as defined below).

Under Option-IV: Dengue, Chikungunya & Severe Malaria Shield

100% of the Sum Insured shall be provided on the diagnosis of Dengue Fever, Chikungunya and Severe Malaria (as defined below)

Benefits as mentioned above are payable on meeting all of the following additional claim eligibility conditions:

Dengue Fever:

- a) Decreasing platelet levels- less than 100,000 cells/mm3 and
- b) Immunoglobulins/ Polymerase Chain Reaction (PCR) test showing positive results for Dengue and
- c) Attending Independent Medical Practitioner's certification for diagnosis of Dengue Fever and
- d) At least 48 consecutive hours of hospitalization that is Medically Necessary for the treatment of Dengue Fever

Chikungunya:

- a) Positive Chikungunya virus serologic testing via enzyme-linked immunosorbent assay (IgM - ELISA) or indirect fluorescent antibody (IFA) and
- b) Attending Independent Medical Practitioner's certification for diagnosis of Chikungunya Virus and
- c) At least 48 consecutive hours of hospitalization that is Medically Necessary for the treatment of Chikungunya and
- d) At least one of the following:
 - a. Acute disseminated intravascular coagulation (DIC): A definite diagnosis of acute disseminated intravascular coagulation made by appropriate lab testing and confirmed by a certified specialist; OR
 - b. Leucopenia: Decreased White Blood Cell count of less than 2000 cells / cu. Mm

Severe Malaria:

- a) Light microscopy confirming the presence of malarial parasites in blood and
- b) Attending Independent Medical Practitioner's certification for diagnosis of Severe Malaria and
- c) At least 48 consecutive hours of hospitalization that is Medically Necessary for the treatment of Severe Malaria and
- d) At least one of the following:
 - a. Cerebral malaria manifest as Coma: Coma is defined as a state of unconsciousness with no reaction to external stimuli or internal needs. The coma must persist for at least 96 hours and require intubation and mechanical ventilation to sustain life and not be attributable to any other cause than cerebral malaria. Medically induced coma to be excluded

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- b. Cerebral malaria manifest as repeated generalized seizures: Generalized seizures are seizures that are associated with a loss of consciousness. Repeated seizures means >3 seizures within 24 hours
- c. Severe anemia: Severe anaemia is defined as a haemoglobin <5 g/dl or a haematocrit of <15% in children (age <12 years) and a haemoglobin <7 g/dl or a haematocrit of <20% in adults
- d. Renal failure: Renal failure here is defined as a serum creatinine >3.0 mg/dl despite adequate volume replacement along with a urine output of < 400 ml in 24 hours for an adult (>=12 years of age) and < 12 ml per kg of body weight in 24 hours for children (<12 years of age)
- e. Acute disseminated intravascular coagulation (DIC): A definite diagnosis of acute disseminated intravascular coagulation made by appropriate lab testing and confirmed by a certified specialist
- f. Lactic Acidosis: A definite diagnosis of lactic acidosis as manifest by an arterial blood pH of < 7.25 with a plasma bicarbonate level of < 15 mmol/l and a venous lactate level of > 15 mol/l
- g. Pulmonary oedema: A definite diagnosis of pulmonary oedema manifest by all of the following:
 - i. Respiratory rate >30 breaths per minute
 - ii. Oxygen saturation <92% on room air
 - iii. Signs of pulmonary oedema on clinical examination
 - iv. Confirmed pulmonary edema on chest x-ray

Company will send written notice to the Master Policyholder of the Premium payable.

Section Five: Waiting Period

A waiting period of 15 days will apply from the date of commencement or revival of the membership. The Company will not entertain any claim arising due to diagnosis within the waiting period under this policy.

Section Six: Exclusions

No benefit will be payable in any of the following:

- a) Any Treatment other than for Dengue Fever or Chikungunya or Severe Malaria;
- b) Treatment requiring less than 48 hours of hospitalization;
- c) Severity criteria as defined in the claim eligibility conditions not met
- d) Diagnosis and Treatment outside India;
- e) Dengue Fever or Chikungunya or Severe Malaria that is diagnosed by a Physician who does not qualify within the definition of Medical Practitioner as defined above;
- f) Any claim arising due to diagnosis of Dengue Fever or Chikungunya or Severe Malaria during the waiting period of 15 days from the date of commencement or revival of membership, whichever is later.
- g) More than 1 claim for Dengue Fever or Chikungunya or Severe Malaria in a given policy year.

If an Insured Member is diagnosed of illness (Dengue Fever, Chikungunya or Severe Malaria) during the Grace Period, the benefit will be entertained.

While making the claim payment under other than annual premium mode policies, the Company will deduct all the unpaid installment premiums for the corresponding Policy Year.

During each policy year, a maximum of 1 claim per life per illness shall be payable (i.e. one claim each of Dengue Fever, Chikungunya or Severe Malaria) subject to a Separation Period. That is for each illness the benefit is payable only once during the policy year i.e. benefit is not payable for relapse of the illness (or for any other reason) within a policy year. No benefit can be carried forward to the next policy year.

No Maturity Benefit shall be payable under this policy.

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

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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/Insured Member will have a period of 30 days from the date of receipt of the Policy Document/Certificate of Insurance to review the terms and conditions of the Policy. If the Master Policyholder/Insured Member disagrees to any of those terms or conditions, he/she has an option to return the Policy/Certificate of Insurance stating the reasons for his/her objection. The Master Policyholder/Insured Member 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, if any.

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.

Section Four: Withdrawal of the Product

If in case this Product i.e. Pramerica Life Dengue+ Group Shield (UIN: 140N056V02) is withdrawn by the Company, then in that case, the Company shall make available a similar product for the members of the Group that can be availed by them through the Master Policyholder or on individual basis

PART E

Charges - Nil

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**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 shall be entitled to rescind/cancel/terminate the policy if the Insured Member misrepresents or conceals any material fact.

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: Claim Processing

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

- a) Is immediately notified in writing, and preferably within 60 days of the diagnosis of Illness covered. Company may condone the delay in filing a claim beyond 60 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 Company's claim form duly completed.
 - ii. The original 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. Claimant's identity and residence proof.
 - v. The original medical reports, investigation reports and treatment papers of the Insured Member.
 - vi. The original Discharge Summary.
 - vii. A precise diagnosis of the treatment for which claim is made which should be attested by a Medical Practitioner.

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.

Claim Settlement:

- i. On receipt of the final document(s) and investigation report (if required), the Company shall within a period of thirty days offer a settlement of the claim to the insured
- ii. If the Company, for any reasons, rejects a claim, it shall communicate to the insured in writing within a

period of thirty days from the receipt of the document(s) and investigation report (if required)

- iii. Upon the acceptance of an offer of settlement by the insured, the payment of the amount of claim shall be made within seven days from the date of acceptance of the offer by the Company.
- iv. In the cases of delay in the payment, the Company shall pay interest at a rate 2% above the bank rate prevalent at the beginning of the financial year in which the claim is paid

Section Three: Assignment

- a) The provisions of assignment will be applicable under Section 38 of the Insurance Act, 1938 as amended from time to time.
- b) A Leaflet containing the simplified version of the provisions of Section 38 of the Insurance Act 1938 as amended from time to time is enclosed as Annexure A for reference.

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 B 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 250/- 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.

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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 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 or such other address as may be communicated by the Insured Member.
- 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 membership 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.

d) Currency & Territorial Limits

All 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 (as applicable) 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

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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 C for reference.

i) Audit

The Company reserves the right to conduct an audit of Master Policyholder, either directly or through its representatives.

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**PART G
Other Details**

Grievance Redressal

I) In case of any clarification or query please contact your Company Salesperson. Any concern may also be raised at any of the branch offices of the Company, the addresses of the branch offices are available on the official website of the company.

II) The Company may be contacted at:

Customer Service Help Line 1860 500 7070 / 011 48187070 (Local charges apply) (9.30 am to 6.30 pm from Monday to Saturday)

Email: Group.Services@pramericalife.in
Email for Senior Citizen: seniorcitizen@pramericalife.in
Website: www.pramericalife.in

Communication Address:
Customer Service
Pramerica Life Insurance Ltd.
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 of contacting the Company, the matter may be escalated to:

Email- customerfirst@pramericalife.in

Grievance Redressal Officer,
Pramerica Life Insurance Ltd.,
4th Floor, Building No. 9 B, Cyber City,
DLF City Phase III, Gurgaon- 122002
GRO Contact Number: 0124 - 4697069
Email- gro@pramericalife.in
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.

Bima Bharosa Toll Free number - 155255 or 1800-425-4732

Email Id- complaints@irdai.gov.in
Website: <https://bimabharosa.irdai.gov.in>

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

Policyholder's protection & Grievance Redressal
Department (PPGR)

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.

In case you are not satisfied with the decision/resolution of the insurer, 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
- 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)

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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 as Annexure and may also be obtained from the following link on the internet

Link: //www.cioins.co.in/ombudsman

Address & Contact Details of Ombudsmen Centres

COUNCIL FOR INSURANCE OMBUDSMEN,
(Monitoring Body for Offices of Insurance Ombudsman)
3rd Floor, Jeevan Seva Annexe, Santacruz (West), Mumbai – 400054. Tel no: 022 -69038800/69038812.
Email id: inscoun@cioins.co.in website: www.cioins.co.in

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If you have a grievance, approach the grievance cell of Insurance Company first.
If complaint is not resolved/ not satisfied/not responded for 30 days then
You can approach The Office of the Insurance Ombudsman (Bimalokpal)
Please visit our website for details to lodge complaint with Ombudsman.

Office Details	Jurisdiction of Office Union Territory, District	Office Details	Jurisdiction of Office Union Territory, District
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	Gujarat, Dadra & Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email:bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh
Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email:bimalokpal.bhubaneswar@cioins.co.in	Orissa	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email:bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road,	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

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<p>Fax: 044 - 24333664 Email:bimalokpal.chennai@cioins.co.in</p>		<p>NEW DELHI – 110 002.New Delhi – 110 002. Tel.: 011 - 23232481 / 23213504 Email: bimalokpal.delhi@cioins.co.in</p>	
<p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>	<p>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 - 23312122 Fax: 040 - 23376599 Email:bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Pondicherry</p>
<p>Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Email:bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</p>	<p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email:bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane</p>
<p>Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email:bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan</p>	<p>Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email:bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region</p>
<p>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</p>	<p>Karnataka</p>	<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal,</p>

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			Amroha, Hathras, Kanshiramnagar, Saharanpur.
Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand	Office of the Insurance Ombudsman, 2 nd Floor, Pulinat Building Opp. Cochin Shipyard, M.G Road, Ernakulam – 682015 Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe- A part of Union Territory of Pondicherry
Office of Insurance Ombudsman, 4 th Floor, Hindusthan Building Annexe, 4, C.R. Avenue, Kolkata – 700072 Tel:033-22124339/22124340 Fax: 033-22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim and Andaman & Nicobar Islands		

Annexure – ‘A’

Section 38 - Assignment and Transfer of Insurance Policies (As amended from time to time)

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act 2015 dated 23 March 2015. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is-
 - a. not bonafide or

- b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
 12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i) the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii) the insured surviving the term of the policy
Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or

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assignee named in the notice as the absolute transferee or assignee and such person

- a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy
 - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an Assignment or

transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, dated 23 March 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to the insurance Act as amended from time to time for complete and accurate details.]

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Annexure – ‘B’

Section 39 - Nomination by policyholder (As amended from time to time)

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, dated 23rd 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, dated 23rd 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 dated 23rd 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.

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Annexure – ‘C’

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years (As amended from time to time)

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, dated 23rd 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 Insured Member. 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, dated 23rd March 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.]

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