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|  | <b>Generali Central Life Insurance Company Limited</b><br>(formerly known as Future Generali India Life Insurance Company Limited)<br><b>IRDAI Registration No. 133, CIN No: U66010MH2006PLC165288</b> |
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**PART A****FORWARDING LETTER**

Ref.:

Mr. ABC DEF GHI

XXXXXXXXXXXX

XXXXXXXXXXXX

Tel:

Date:

**Generali Central Group Term Life Insurance Plan****Group, Non-Linked, Non-Participating (without profits), Yearly Renewable Term Insurance Plan**

Dear ABC DEF GHI

**Welcome to Generali Central Life Insurance Company Limited** a joint venture between Central Bank of India and Generali Participations Nederland N.V. (a wholly owned subsidiary of over 185 years old insurer, Assicurazioni Generali S.p.A.

We thank You for choosing Us for Your insurance needs and are committed to providing You with world-class products and professional service. We are pleased to enclose herewith Your original Group Policy Document of Your Group Policy No. XXXXXXXXXXXX.

Under this Group Policy, premium must be paid in the manner specified in this Group Policy terms and conditions and the benefits specified in this Group Policy terms and conditions will become payable in respect of the Insured Members on the occurrence of the events described in this Group Policy. On receipt of the Group Policy Document, You are requested to review the terms and conditions in detail and verify that Your details and the details pertaining to the Insured Members are accurately set out in the Schedule. If any changes are required to Your details or the Insured Member's details or if You need any clarifications on the terms and conditions of this Group Policy, please contact Your insurance agent or Us on the details set out below. The Customer Information Sheet contains a synopsis of the benefits payable and the conditions subject to which the benefits are payable. However, the provisions contained in the Policy document will be final and binding. Please therefore read the Policy document for a detailed & complete understanding of the terms and conditions.

**Your Free Look Period**

For Master Policyholder:-In case you disagree with any of the terms and conditions of the policy/coverage, you can return the policy/Certificate of Insurance to the Company within 30 days of its receipt (whether received electronically or otherwise), for cancellation, stating your objections. We will refund the policy premium after the deduction of proportionate risk premium for the period of cover, stamp duty charges, cost of medical examination, if any.

*For your convenience, we are providing your sales / servicing agent details below:*

*Agent/Broker/Intermediary Name*

*Code*

*License No.*

*Mobile Number*

*Address*

*Generali Central Group Term Life Insurance Plan  
Policy Document*

*Date:*

*UIN:133N003V05*

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**PART A**

For Insured Member: - On receipt of the Certificate of Insurance, the Insured Member may review the Terms and Conditions stated herein. In case the Insured Member is not satisfied with Terms and Conditions, he / she has an option to return the Certificate of Insurance to the Company within 30 days of its receipt (whether received electronically or otherwise), with a request for cancellation, stating reasons for the same. On such cancellation of the Certificate of Insurance, We will refund the premium after deducting a proportionate cost of insurance for the period covered; expenses incurred towards medical examinations, if any, and stamp duty.

**During the existence of Policy**

If any of the benefits under this Group Policy become payable in respect of the Insured Members or You wish to exercise any rights under this Group Policy or update any details in respect of this Group Policy or should have any queries or require any clarifications on the terms and conditions of this Group Policy, please contact Your insurance agent or Us on the details set out below and We will be pleased to assist You.

We also look forward to, and shall appreciate Your feedback on Our products and services. We are happy to be Your Total Insurance Solutions Provider.

**Generali Central Life Insurance Company Limited:**

Toll Free Number: 1800 102 2355

Email: [care@generalicentral.com](mailto:care@generalicentral.com).

Operations Hub Address:

Unit 801 and 802, 8th floor, Tower C, Embassy 247 Park, L.B.S. Marg, Vikhroli (W), Mumbai – 400 083

Registered and Corporate Office Address:

Unit 801 and 802, 8th floor, Tower C, Embassy 247 Park, L.B.S. Marg, Vikhroli (W), Mumbai – 400 083

Tel: 91-22-4097 6666; Fax: 91-22-4097 6600; Website: [generalicentral.com](http://generalicentral.com)

We trust that Your insurance plan will meet Your requirements. We assure You of Our best services always.

Authorized Signatory

Generali Central Life Insurance Company Limited

|                                                                                  |                                                                          |
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|                                                                                  | <b><u>IRDAI Registration No. 133, CIN No: U66010MH2006PLC165288</u></b>  |

**PART A****POLICY PREAMBLE****Generali Central Group Term Insurance Plan****Group, Non-Linked, Non-Participating (without profits), Yearly Renewable Term Insurance Plan**

We have issued this contract of insurance with You on receipt of the premium and on the basis of the details contained in the Proposal Form, other information and documentation submitted to Us in relation to the proposal for insurance cover on the lives of the Insured Members and medical evidence provided (if any). The details and declarations contained in the Proposal Form as well as any information/ documents to be submitted forms the basis on which this contract of insurance has been issued.

We agree to pay the benefits specified in Certificate of Insurance issued under this Group Policy on the occurrence of the Insured Events described in Part C of this Group Policy in respect of the Insured Members while this Group Policy is in force and subject to the terms and conditions of this Group Policy, including the receipt of premium.

All schedules, annexures and addendums to this Group Policy as well as all Endorsements placed on this Group Policy shall be deemed to be a part of this Group Policy.

You agree to provide Us the details requested in respect of the Insured Members, their Nominees, Appointees and legal heirs and legal representatives in accordance with the terms of this Group Policy.

For and on behalf of Generali Central Life Insurance Company Limited  
(formerly known as Future Generali India Life Insurance Company Limited)

\_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

**IMPORTANT: You are requested to read this Group Policy Document thoroughly. On examination of this Group Policy, if any error or incorrect description is found, this Group Policy should be returned to Us immediately for correction.**

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**PART A****POLICY SCHEDULE****Generali Central Group Term Insurance Plan****Group, non-linked, non-participating (without profits), yearly renewable term insurance plan****UIN: 133N003V05**

|                                |                                                                       |
|--------------------------------|-----------------------------------------------------------------------|
| <b>Policy Number:</b>          | <b>Policy Effective /Cover: DD-Month- YYYY<br/>Commencement Date:</b> |
| <b>Proposal No:</b>            |                                                                       |
| <b>Policyholder's Address:</b> | <b>Members Eligibility Criteria:</b>                                  |
|                                |                                                                       |
| <b>Policyholder's Name:</b>    | <b>Next Renewal Date: DD-Month- YYYY</b>                              |
|                                |                                                                       |

For Employer Employee Group:

Only full-time and permanent employees who are actively-at-work will be considered for eligible membership of the Scheme. All employees who are either performing in the usual way, regular duties of their work and not working contrary to medical advice received would be considered as 'active-at-work'. Absentees from work for reasons other than sickness, injury, disability medical or maternity leave will be considered as active-at-work. Employees who were absent from work on the grounds of ill health/sick leave on the scheme commencement date shall not be considered as actively at work. For those employees who are not actively at work on the cover commencement date then such employees must submit health declaration at the time of joining the insurance scheme for coverage amount up to the free cover limit. The insurance cover will commence based on satisfactory health declaration/questionnaire submitted. If there is any abnormality found in the health questionnaire then the company shall reserve the right to call for further evidence of insurability in respect of such members.

The actively at work clause as stated above will not be applicable to members of any existing and takeover schemes provided these members are already covered in the existing/takeover scheme.

For Non-Employer Employee Group: &lt;&lt;Clearly define the relationship with the Master Policyholder&gt;&gt;

**Minimum/Maximum Age**

Minimum Entry Age: \_\_\_\_ Years last birthday

*Generali Central Group Term Life Insurance Plan  
Policy Document*

Date:

UIN:133N003V05

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**PART A**

Maximum Entry Age: \_\_\_\_ Years last birthday

Cease/Retirement age of members: \_\_\_\_ Years last birthday

New-Joinees after the Policy Effective Date who are aged \_\_\_\_ years and above will not be covered.

**Amount of Insurance:**

| Category                                 | Main Benefit |
|------------------------------------------|--------------|
| Benefit Description of Group (Base Plan) |              |
| Benefit Description (Riders)             |              |

**Free Cover Limit (FCL)**

| Description | FCL (INR) |
|-------------|-----------|
| Base Plan   |           |
| Riders      |           |

FCL for employees aged [•] years last birthday and above would be zero and they would be medically underwritten.

**Premium Payment Mode:** Yearly/Half Yearly/Quarterly/Monthly**Date of Last Instalment of Premium:** \_\_\_\_**Premium rates:**

| Benefit Description | Annual Premium Per Thousand Sum Assured (INR) |
|---------------------|-----------------------------------------------|
| Base Plan           |                                               |
| Riders              |                                               |

The premium rate above excludes Goods and Services Tax. Currently the effective rate of Goods and Services Tax is [•] %. This rate is subject to change depending upon the prevailing Tax Rules.

Summary of Benefits and Premiums including for the Riders opted for:

| Benefit Description                     | Number of Members | Total Sum Assured (INR) | Premiums (INR) |
|-----------------------------------------|-------------------|-------------------------|----------------|
| Base Sum Assured                        | ____              |                         |                |
| Base Premium                            |                   |                         |                |
| Rider Sum Assured                       |                   |                         |                |
| Rider Premium                           |                   |                         |                |
| Total Premium                           |                   |                         |                |
| Goods and Services Tax on Total Premium |                   |                         |                |

*Generali Central Group Term Life Insurance Plan*  
*Policy Document*

Date:

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| <b>TOTAL Premium including Goods and Services Tax</b> |  |  |  |
|-------------------------------------------------------|--|--|--|

The stamp duty of Rs. [•] paid by pay order, no [•] dated Government Notification Revenue and Forest Department No. Mudrank [•].

**Special Provisions:****For Employer Employee Group:**

**Cover beyond FCL:** In case of cover beyond FCL, the premiums quoted here would be applicable if the life, on individual assessment, is a standard life. For substandard life, cover beyond FCL may be accepted subject to payment of additional premiums commensurate with our assessment of risk on a case-to-case basis.

**Termination of Cover:** The coverage would cease on the employee's exit from employment either due to resignation or superannuation or any other reasons as specified in the policy document, whichever is earlier.

The terms of this policy are based on the details as provided under the application along with all the relevant annexure / documents basis which the contract is been entered and that sum assured of each employee, as provided in the census data, is within 10 times his / her annual salary (subject to a maximum of INR [•]).

**For Non Employer Employee Group: -**

1. Eligible member must opt for the cover only after availing the services of <<Master Policyholder Name \_\_\_\_\_>>.
2. Maximum cover of <<INR [•]>> would be available per life.
3. At the time of claim, proof of membership, standard age proof, identification proof, FIR / PMR (wherever applicable) must be provided along with other requirements as mentioned in the policy document.
4. <<Any other conditions as may be applicable at the time of quotation>>

**Date of Issuance**

**For Generali Central Life Insurance Company Limited (formerly known as Future Generali India Life Insurance Company Limited)**  
**MM DD, YYYY**

| <b>Authorised Signatory</b> |                                         |
|-----------------------------|-----------------------------------------|
| <b>Name</b>                 | <b>Mr. Nilesh Parmar</b>                |
| <b>Designation</b>          | Chief Operations and Technology Officer |
| <b>Signature</b>            |                                         |

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ON EXAMINATION OF THE POLICY, if the Policyholder notices any mistake, the policy bond should be returned to the Company for correction.

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## **PART B**

### **DEFINITIONS & INTERPRETATION**

For the purpose of this Policy where consistent with the contents the singular shall include the plural and the plural the singular; words importing the masculine gender shall include the feminine gender; and each of the following words and expressions shall have the following meanings:

(In this policy “**Group policyholder**” and “**Master policyholder**” refer to the policyholder.)

- 1) “**Accident**” means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2) “**Actively at Work**”: Only full-time and permanent employees who are actively-at-work will be considered for eligible membership of the Scheme.  
An Eligible employee is ‘actively at work’ if he is performing in the usual way, regular duties of his work and is not working contrary to medical advice received. Absentees from work for reasons other than sickness, injury, disability or any medical/maternity leave will be considered as ‘actively at work’.
- 3) “**Age**” means age as on last birthday which is the number of completed years on the last birthday.
- 4) “**Appointee**” means the person named in the Certificate of Insurance to whom the insured benefit shall be payable if the Nominee is less than Age 18 years when the insured benefit becomes payable.
- 5) “**Assignee**” is the person to whom the rights and benefits are transferred by virtue of an Assignment, in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.
- 6) “**Assignment**” is the process of transferring the rights and benefits to an Assignee, in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time
- 7) “**Certificate year**” shall mean the period starting from the certificate start date or from the latest certificate anniversary date and ending with a day prior to the next anniversary date.
- 8) “**Certificate of Insurance**” means the certificate issued to Insured Member on the basis of the details mentioned in the Insured Member’s Enrolment form, to each Insured Member evidencing the acceptance of risk on the life of the Insured Member under the Group Policy;
- 9) “**Claimant**” means Nominee/ Appointee (if Nominee is a minor) / Assignee / Your legal heirs (where there is no Nominee/Appointee/Assignee).

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## **PART B**

- 10) **“Coverage”** shall mean the Life Insurance affected in respect of the eligible member of the Policyholder under this Policy.
- 11) **“Cover End Date”** means the date specified in the Certificate of Insurance, if any, on which the insurance cover under this Group Policy will automatically cease in respect of that Insured Member
- 12) **“Date of Entry”** shall mean the date on which an Eligible Member becomes an Insured Member.
- 13) **“Death Benefit”** means the benefit which is payable on death of the Insured Member, as stated in the policy document.
- 14) **“Distance Marketing”** means insurance solicitation/lead generation by way of telephone calling/ Short Messaging Service (SMS)/Other Electronic modes like e-mail, internet & Interactive Television (DTH)/Direct Mail/ newspaper & magazine inserts or any other means of communication other than in person.
- 15) **“Effective Date”** means the date specified in the Certificate of Insurance on which the insurance coverage under this Group Policy in respect of that Insured Member commences.
- 16) **“Eligible Members”** shall mean employees / members who, having met all the requirements set out in the Policy Schedule attached to this Policy; are entitled to participate in the insurance plan under this Policy.
- 17) **“Employer – Employee Group”** means groups where an employer – employee relationship exists between the master policyholder and the member in accordance with the relevant laws.
- 18) **“Endorsement”** is a change agreed in writing by the Company in any of the particulars or terms & conditions of this policy.
- 19) **“Grace Period”** 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 (15) days, where the policyholder pays the premium on a monthly basis and thirty (30) days in all other cases..
- 20) **“Group Policy”** means this Group Policy Document, the Proposal Form, the Register of Members, the Schedule, the Certificates of Insurance and any additional information or documentation provided to Us in relation to the Proposal Form or any Eligible Member’s Enrolment form, any Endorsements issued by Us and attached to this Group Policy and any Riders attached to this Group Policy.
- 21) **“Insured Event”** means the death of the Life Assured during the Policy Term.
- 22) **“Insured Member”** shall mean Eligible Member who, having met all the requirements set out in the provisions herein under this Policy, is participating in the insurance plan under this Policy.

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## **PART B**

- 23) **“IRDAI”** means the Insurance Regulatory and Development Authority of India.
- 24) **“Master Policyholder”** means the entity named in the Schedule which holds this group policy.
- 25) **“Next Renewal Date”** shall mean the anniversary of the Policy Effective Date and is mentioned in the Policy Schedule.
- 26) **“Nomination”** is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
- 27) **“Nominee”** means the person named in the Certificate of Insurance to whom the insured benefit in respect of an Insured Member shall become payable if the conditions specified in Part C of this Group Policy are satisfied.
- 28) **“Non Employer – Employee Group”** means groups other than employer – employee where a clearly evident relationship between the member and the group policyholder for services other than insurance exist.
- 29) **“Policy”** shall mean this policy document, all schedules and any addendums or endorsements therein, any amendments thereto signed by the Company and the Policyholder, the Application attached hereto of the Policyholder, and the Individual Enrolment Forms, which together constitute the entire contract between the parties.
- 30) **“Policy Anniversary”** means the same date as the Policy Commencement Date in each Policy Year during the Policy Term.
- 31) **“Policy Effective Date”** shall mean the date from which the Coverage under this Policy becomes effective.
- 32) **“Policy Schedule”** means the Policy Schedule issued by the Company that sets out the details of this Policy and is attached to and forming part of this Policy.
- 33) **“Policy Year”** shall mean a period starting from the Policy effective date/ latest renewal date and ending with a day prior to next renewal date.
- 34) **“Premium”** means the contractual amount payable by the Policyholder for grant of insurance cover in respect of an Insured Member as set out in the Policy Schedule to secure the Benefits under this Policy. Applicable service tax, cess and other levies if any are payable in addition.
- 35) **“Premium Due Date”** means date specified in the Schedule on which the Instalment Premium will become due.
- 36) **“Proposal Form”** means the proposal form provided by Us which is completed by You in utmost good faith and sets out the various particulars which form the basis of the insurance cover under this Group Policy.

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- 37) “Rider”** means the insurance cover(s) added to this Group Policy for additional premium or charge. The Schedule will specify whether any Riders are applicable under this Group Policy and the premium amounts payable for which Riders.
- 38) “Rider Benefits”** means an amount of benefit payable on occurrence of a specified event covered under the rider, and is an additional benefit to the benefit under the group product, and may include waiver of premium benefit on other applicable riders.
- 39) “Schedule”** means the Policy Schedule which is issued by Us and attached to this Group Policy together with any amendments to the Schedule or Endorsements which may be issued by Us from time to time.
- 40) Sum Assured”** means the amount specified in the Certificate of Insurance. Part C of this Group Policy will specify whether and under which conditions the Sum Assured becomes payable.
- 41) “Surrender”** means complete withdrawal / termination of the entire cover / policy by member / master policyholder.
- 42) “Surrender Value”** means an amount, if any, that becomes payable in case of surrender of a policy during its term, in accordance with the terms and conditions of the policy.
- 43) “Tenure of certificate”** shall mean the period from Certificate Start Date to the Certificate End Date.
- 44) “Underwriting”** refers to the process of initial selection undertaken by the Company so as to ensure suitability of the Eligible Member for insurance with regard to his mortality and/or morbidity/other risks so as to charge appropriate premiums for the risks posed.
- 45) “You, Your”** means the group policyholder of this Group Policy as named in the Schedule
- 46) “We, Us, Our, Company”** means Generali Central Life Insurance Company Limited (formerly known as Future Generali India Life Insurance Company Limited).

## **Interpretation:**

- 1) References in this Group Policy to the singular shall include the plural and vice versa.
- 2) References in this Group Policy to one gender shall include the other gender.
- 3) References in this Group Policy to any statutes, rules, regulations or guidelines shall include any re-enactments or amendments to the same.
- 4) Section/paragraph headings are for ease of reference only and shall not have any interpretative value.
- 5) Words and expressions used in this Group Policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act 1938, as amended from

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time to time, and/or the rules/regulations/guidelines made thereunder as may be amended from time to time.

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## **PART C**

### **Group Policy Benefits & Premium Payment Conditions**

#### **1. Amount of Insurance**

While the Policy is in force, upon the happening of death of an Insured employee / Member during the Policy year, upon the receipt by the Company of satisfactory proof of death of an Insured Member / employee, the amount of insurance determined in accordance with the Policy Schedule shall be payable by the Company in the manner herein provided and subject to the conditions set out hereinafter.

#### **2. Description of Benefits:**

**Death Benefit:** In case of death of the insured member / employee, the benefits as mentioned in the Policy Schedule are payable.

#### **3. Free Cover Limit (FCL):**

Amount of insurance in excess of the FCL as stated in the Policy Schedule may be accepted subject to evidence of insurability satisfactory to the Company. In the absence of written acceptance by the Company, the amount of insurance shall be limited to the FCL and the premium payable shall be based on such amount.

Eligible members / employees whose amount of insurance is greater than the FCL their amount of insurance shall be restricted to FCL, till the Company completes the required Underwriting process based on the statements and information including medical tests, provided by the Insured Member / employees and the Policyholder as per internal guidelines of the Company.

The Insured Member / employee shall be covered for full amount of insurance for which they are eligible once the Underwriting process is completed, the full premium is paid and risk is accepted by the Company in writing. In case the Insured Member does not complete the requirements necessary for the Underwriting process within prescribed timeline set by the Company, the amount of insurance will be restricted to the FCL. The Insured Member may also be declined this additional Coverage, in which case the insurance cover will be restricted to the FCL.

*Generali Central Group Term Life Insurance Plan*

*Policy Document*

*Date:*

*UIN:133N003V05*

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In certain cases based on the Underwriting results, extra premium above the standard premium quoted earlier may be required to be paid for the balance amount of insurance. The cost of Underwriting will be borne by the Company if all the medical examinations are carried out in India. Free Cover Limit is as per Board Approved Underwriting Policy.

### **4. Payment of Benefits**

a) Payments of any benefits under this Policy shall be made to the Nominee / Policyholder as receiving agent for the Insured Member's / employee's legal representative(s) or to the beneficiary of the employee / member as the case be.

b) The receipt of the Policyholder in respect of any payment made by the Company under this Policy shall be a full discharge to the Company in respect of that payment.

### **5. Maturity Benefit**

There is no maturity benefit under this policy.

### **6. Maximum Liability**

The maximum amount payable in respect of an Insured Member /employee in relation to a combination of insurances under this Policy and under the addendum to Group Core Critical Illness Accelerated Rider, Group Extended Critical Illness Accelerated Rider, Group Accelerated Terminal Illness Rider or any other accelerated rider to this Policy shall not exceed the amount of insurance payable under this Policy.

Upon admission of claim for the benefit under either of the above addendums, the Insured Amount under the Base Plan Benefit shall be reduced by the amount of Insurance under these addendums. The premiums payable under the Base Plan Cover will also be suitably reduced and the coverage will continue for such reduced amount of Insurance.

*Generali Central Group Term Life Insurance Plan  
Policy Document*

*Date:*

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## **PART C**

If however such reduced Coverage under the Base Policy becomes zero, then the Coverage under all the attached addendums along with the premiums there under shall cease for that Insured Member / employee.

### **7. Increase in the amount of insurance (For Employer Employee Group):**

Members / employees covered under this policy are eligible for change in the amount of insurance arising out of a change in Grade or Salary.

Eligible members / employees whose amount of insurance consequent to the increase is greater than Free Cover Limit would be subjected to an Underwriting.

For takeover / renewal schemes, if for any reason, employees (life insured) whose cover was declined or rated-up by incumbent insurer, medical reports of the same should be provided and depending on the same, the FCL would be decided. For employees, who have not gone for medical underwriting with their existing insurer, their FCL would be defined as lower of (FCL provided by incumbent, FCL as per this policy).

The insurance cover for Foreign Nationals / Expats / members working overseas will be subject to underwriting. The details of such employees/members should be provided at the time of commencement of policy.

### **8. Grace Period:**

- a) In case of monthly premium payment mode, a grace period of 15 days from the premium due date will be allowed for payment of premiums.
- b) In case of quarterly and half yearly premium payment mode, a grace period of 30 days from the premium due date will be allowed for payment of premiums.
- c) There will be no grace period for clients opting for annual premium payment mode.

### **Premium Payment Conditions:**

#### **1. Premium Payment**

*Generali Central Group Term Life Insurance Plan*

*Policy Document*

*Date:*

*UIN:133N003V05*

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### **PART C**

Premiums are payable by the Policyholder to the Company in advance and according to the Premium Payment Mode specified in the Policy Schedule. The first premium instalment shall be payable prior to the Policy Effective Date / cover commencement date and subsequent premium instalments shall be due and payable on the Premium Due Dates stated in the Policy Schedule.

In the event of the Insured Member / employee ceasing to be an Insured Member / employee, the Company will refund to the Policyholder any excess Premium paid in appropriate proportion.

The Policyholder shall make payment of the Premium due on each Premium Due Date in accordance with the frequency of payment of premium or within the Grace Period on such terms and conditions acceptable to the Company. If the Premiums due are not paid within the Grace Period, the Policy lapses. The date of lapse shall be the due date of the earliest unpaid Premium. The Company shall immediately thereon, cease to be liable to pay any benefits under such lapsed Policy.

## **2. Premium Rates**

a) Premiums payable under this Policy shall be calculated in accordance with the premium rate(s) agreed between Policyholder and the Company and specified in the Policy Schedule.

The Premiums payable for the Insurance in respect of an Insured Member / employee on the Policy Effective Date / cover commencement date or on the Next Renewal Date shall be ascertained from the premium rates as mentioned in the Policy Schedule and the amount of insurance in respect of the Insured Member/ employee. If in respect of the Insured Member, the Date of Entry is different (later) to the Policy Effective Date / cover commencement date, proportionate Premiums shall be payable immediately and thereafter the insurance coverage shall be effective.

b) The Company shall have the right to change the rate(s) at which the Premiums shall be calculated on any Policy Anniversary, provided that the Company notifies the Policyholder at least thirty days in advance of the Policy Anniversary provided the Master Policyholder shares complete and updated member data on which the new rate(s) would take effect. In case of failure of agreement between the Company and the

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*Policy Document*

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### **PART C**

Policyholder in respect of a change in rate(s), notice of termination of the contract of insurance shall be given by the dissenting party before the Policy Anniversary on which such termination shall be effective.

c) Notwithstanding what is stated above, without prejudice to any other provision in this Policy document, the Company shall have the right to change the premium rate(s) at which the premiums are payable, any time during the Policy Year if, as a result of substantial number of addition and deletion of Insured Members into or from the Policy after the Policy Effective Date / cover commencement date, the membership profile of the scheme changes substantially. Alternatively, a separate premium rate(s) may be charged for the Insured Members / employees added to the policy subsequent to the Policy Effective Date.

d) In addition to the premiums at the above rates, Goods and Service Tax and other related Taxes will be charged separately at the time of payment of premium at the prevailing tax rates.

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## **PART D**

### **Policy Servicing Conditions**

The procedure and conditions applicable to various policy servicing aspects pertaining to this Group Policy are specified in this Part D below.

#### **1) Free Look Period**

Free-Look Period (Master Policyholder and Member)

For Master Policyholder:-In case you disagree with any of the terms and conditions of the policy/coverage, you can return the policy/Certificate of Insurance to the Company within 30 days of its receipt (whether received electronically or otherwise),, for cancellation, stating your objections. We will refund the policy premium after the deduction of proportionate risk premium for the period of cover, stamp duty charges, cost of medical examination, if any.

For Insured Member: - On receipt of the Certificate of Insurance, the Insured Member may review the Terms and Conditions stated herein. In case the Insured Member is not satisfied with Terms and Conditions, he / she has an option to return the Certificate of Insurance to the Company within 30 days of its receipt(whether received electronically or otherwise), , with a request for cancellation, stating reasons for the same. On such cancellation of the Certificate of Insurance, We will refund the premium after deducting a proportionate cost of insurance for the period covered; expenses incurred towards medical examinations, if any, and stamp duty.

#### **2) Surrender**

No surrender value is available under this Group Policy.

#### **3) Loans**

No loans are available under this Group Policy.

#### **4) Participation & Termination**

##### **A) Member Participation**

**For Employer Employee Group:**

1. Members already eligible as of the Policy Effective Date shall be eligible for participation on the Policy Effective Date.
2. Members not eligible as of the Policy Effective Date and new Members shall become eligible for participation hereunder on the day following the fulfilment of the requirements specified for eligibility in the Policy Schedule.

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#### **PART D**

3. Members whose participation has been terminated and who re-apply for participation shall be considered as new Members.

4. Any Member who is not Actively at Work as herein defined on the date of entry, if he would otherwise become eligible for participation hereunder, shall not be entitled to become an Insured Member until he has returned to work and has provided suitable evidence of insurability satisfactory to the Company or is considered insurable by the Company based on Underwriting results.

5. In case of Voluntary cover, any member who does not opt for the benefits of the scheme within 30 days from the date of he/she being eligible for insurance cover, can participate for benefits only after he/she shall have furnished evidence of his insurability satisfactory to the Company or is considered insurable by the Company based on Underwriting results.

6. Each Member shall be insured hereunder on the first day on which he becomes eligible provided that all the conditions set forth in this Section have been satisfied, and that the duly completed Enrolment Form and the appropriate evidence of insurability required by the Company, if any, have been received and the Coverage confirmed by the Company.

7. Any possible evidence of insurability required by the Company shall be at the expense of the Company.

8. Schedules of premiums and benefits in respect of the Insured Members who become entitled to the benefits under this Policy shall be issued to the Policyholder from time to time and such Schedules shall be deemed to form part of the Policy. Variations of benefits assured hereunder shall be effective as on the Next Renewal Date and shall be given effect to by Endorsements under the signature of a duly authorized signatory of the Company.

#### **For Non Employer Employee Group:**

1. Members already eligible as of the Policy Effective Date / cover commencement date shall be eligible for participation on the Policy Effective Date.

2. Members not eligible as of the Policy Effective Date / cover commencement date and new Members shall become eligible for participation hereunder on the day following the fulfilment of the requirements specified for eligibility in the Policy Schedule.

3. Members whose participation has been terminated and who re-apply for participation shall be considered as new Members.

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#### **PART D**

4. Each Member shall be insured hereunder on the first day on which he becomes eligible provided that all the conditions set forth in this policy have been satisfied, and the appropriate evidence of insurability required by the Company, if any, have been received and the Coverage confirmed by the Company.

5. Any possible evidence of insurability required by the Company shall be at the expense of the Company.

6. Schedules of premiums and benefits in respect of the Insured Members who become entitled to the benefits under this Policy shall be issued to the Policyholder from time to time and such Schedules shall be deemed to form part of the Policy. Variations of benefits assured hereunder shall be effective as on the Next Renewal Date and shall be given effect to by Endorsements under the signature of a duly authorized signatory of the Company.

#### **B) Termination**

This Policy may be terminated at any Policy Anniversary by either the Policyholder or the Company by giving the other party at least three month's prior notice of its intention to do so in writing on which such termination shall be effective. Termination shall be without prejudice to any claim originating prior to the effective date of termination.

The Policy is considered to be in force if Termination has not occurred by virtue of Provisions mentioned herein

#### **For Employer Employee Group:**

The insurance coverage hereunder of any insured employee shall automatically cease on the earliest of the following:

1. The date on which the Policy is terminated.
2. The date of expiry of the period for which the last premium payment is made on account of the insured employee's insurance.
3. The end of the Policy Year during which the insured employee attains the retirement age as mentioned in the schedule or such other age as may be agreed by the Company and the Policyholder in writing.
4. The date on which he is no longer an Eligible Member as defined in the Policy Schedule. Cessation of employment of the insured employee is deemed to constitute the termination of his membership, except that while an insured employee is temporarily absent on account of sickness, injury or leave of absence, membership shall be deemed to continue until premium payments for such insured employee's insurance are continued.

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#### **PART D**

5. The Policy may be discontinued at the option of the Master Policyholder or the Company by giving the other party at least three month's prior notice of its intention to do so in writing, or such shorter notice period or other terms and conditions as may be mutually agreed between the Master Policyholder and the Company in writing. The Parties will continue to be liable during the notice period provided that both the parties fulfil their obligations under this Policy.
6. The date of death of the insured employee.

#### **For Non Employer – Employee Group:**

The insurance coverage hereunder of any Insured Member shall automatically cease on the earliest of the following:

1. The date on which the policy is terminated.
2. The date of death of the Insured Member.
3. The date of expiry of the period for which the last premium payment is made for the member's insurance.
4. The date on which he is no longer an Eligible Member as defined in the Policy Schedule. Cessation of membership of the Insured Member with the policyholder is deemed to constitute the termination of his membership under the policy.
5. The Policy may be discontinued at the option of the Master Policyholder or the Company by giving the other party at least three month's prior notice of its intention to do so in writing, or such shorter notice period or other terms and conditions as may be mutually agreed between the Master Policyholder and the Company in writing. The Parties will continue to be liable during the notice period provided that both the parties fulfil their obligations under this Master Policy.

The insurance coverage of an Insured Member under this Group Policy shall automatically cease on the occurrence of the earliest of the following:

- a. The Cover End Date as specified in the Certificate of Insurance;
- b. The date on which the Insured Member attains the Cover Expiry Age as mentioned in the Policy Schedule.
- c. The date on which an Insured Member ceases to satisfy the eligibility criteria of an Eligible Member as set out in the Schedule and the additional eligibility criteria set out in Part C of this Policy.
- d. The date on which the Surrender payment has been made to the Insured Member.

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#### **PART D**

- e. Upon payment of the claim for the Insured Event in case of single borrower Insured Member, or upon payment of the respective share of insured benefit on occurrence of Insured Event for the co-borrowers, in case of co-borrowers loan or upon payment of claim on first occurrence of Insured Event where Insured members are covered on Joint-Life basis.
- f. The date of receipt of Freelook cancellation request by Insured Member(s).

#### **5) Discontinuance of the Group Policy**

This Master Policy may be discontinued for new members / employees at the option of the Policyholder or the Company by giving the other party at least three month's prior notice in writing, or such shorter notice period or other terms and conditions as agreed between the Policyholder and the Company in writing. Both the Parties will continue, during the notice period, to be liable to fulfil their obligations under this master policy. Both the parties will also continue to be liable to fulfil their obligations in respect of existing members even after discontinuance of the policy till the coverage is terminated.

#### **6) Paid Up value**

No paid up value is available under the master policy.

#### **7) Renewal of Policy**

This Policy is issued for the term as specified in the schedule and thereafter shall be automatically renewed provided that the Company issues an official receipt for the payment of the premium due on the following Policy Anniversary, to be paid by the Policyholder on that date or within the applicable grace period.

#### **8) Revival Period**

If the due premiums are not paid within the grace period then the policy will lapse. The same can be revived before the next renewal date of the policy subject to the Board Approved Underwriting Policy.



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**PART E**

**Applicable Charges, Funds & Fund Options**

- 1) No charges or fees are applicable under this Group Policy.
- 2) This Group Policy is a non-linked insurance product, so no funds or fund options are available.

SAMPLE



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**PART F**

**General Terms & Conditions**

**1) Fraud and Misstatement**

Please note the terms of Section 45 of the Insurance Act, 1938, as amended from time to time, which states as follows:

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

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or Nominees or Assignees of the insured the grounds and materials on which such decision is based.

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

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



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

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

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

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

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

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

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



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

**2) Statement of Age**

- a) The Certificate of Insurance is issued at the Age shown in the Insured Member's Enrolment form which is the Insured Member's declared Age as at the Effective Date. In the event the declared Age is found to be different from the actual Age, without prejudice to the Our other rights and remedies, including those under the Insurance Act, 1938 as amended from time to time, one of the following actions may be taken:
- i) If the actual Age of the Insured Member is such as would have made the Insured Member not eligible under the issued terms of this Policy either on Effective Date or on the date of occurrence of Insured Event for insurance coverage, the Certificate of Insurance shall be cancelled with effect from the Effective Date and the Premium received in respect of such Insured Member shall be refunded to You after the deduction of the stamp duty charges and costs incurred by Us on the medical examination of the Insured Member, if any.
  - ii) If the actual Age of the Insured Member is higher than the declared Age and higher Premium should have been charged as per Our board approved underwriting policy, the benefits payable under this Group Policy shall be reduced to the amount that the Premium received would have purchased at the actual Age of the Insured Member.
  - iii) If the actual Age of the Insured Member is lower than the declared Age and lower Premium should have been charged as per Our board approved underwriting policy, We will refund any excess premiums received, without any interest.

**3) Claims Procedures**

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## **PART F**

**Claim intimation and claim documents:** Policyholder shall inform the Company of any claim within 30 days of the claim event.

Primary claim documents required for settlement of claim are:

| Type of Claim                                                                            | Requirement                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Death (all causes of death #)<br>Critical Illness<br>,Disability and<br>Terminal Illness | 1. Claim Forms<br>Part I: Application Form for Death Claim (Claimant's Statement) #<br>Part II: Physician's Statement, relevant Hospital records and report from the concerned medical specialist giving nature of disability and illness. |
|                                                                                          | 2. Death Certificate issued by a local government body like Municipal Corporation/Village Panchayat #                                                                                                                                      |
|                                                                                          | 3. Medical Cause of Death Certificate issued by attending physician/hospital #                                                                                                                                                             |
|                                                                                          | 4. Attested True Copies of Indoor case Papers of the hospital(s)                                                                                                                                                                           |
|                                                                                          | 5. Post-mortem Report (Autopsy Report) & Chemical Viscera Report – if performed #                                                                                                                                                          |
|                                                                                          | 6. The Beneficiary :<br>- Photo ID with DOB with relationship to the insured<br>- Photograph<br>- Proof of legal title to the claim proceeds (e.g. legal succession papers, assignment deed etc.)                                          |
|                                                                                          | 7. Employer's Certificate / Policyholder Certificate confirming the amount of insurance cover.                                                                                                                                             |
|                                                                                          | 8. Leave Records for the past 3 years                                                                                                                                                                                                      |
| If Death due to Accident<br>(submit in addition to the above)                            | All Police Reports / First Information & Final Investigation Report                                                                                                                                                                        |
|                                                                                          | Proof of Accident – Panchnama / Inquest Report                                                                                                                                                                                             |
|                                                                                          | Newspaper cutting / Photographs of the accident – if available                                                                                                                                                                             |

All the documents submitted to the Company should be in original along with photocopies.

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#### **PART F**

All medical reports, documents and certification shall be issued by the attending physician and who is qualified to provide such documents/certification according to Indian Laws

In addition to the above documents the Company reserves the rights to ask for any other documents/information as may be required for consideration of the claim.

Notification of claim, submission of claim forms and/or claim documents to the Company shall not be construed that the claim is payable by the Company.

#### **4) Force Majeure**

- a) This Policy may be wholly or partially suspended during the continuance of Force Majeure Event. We will resume Our obligations under the Policy after the Force Majeure Event ceases to exist. Subject to Our sole discretion and satisfaction, in exceptional circumstances such as on happening of a Force Majeure Event, We may decide to waive all or any of the requirements set out in Clause 4 of this Part F.

#### **5) Suicide Exclusion**

In case of death of Insured Member due to suicide within 12 months from the date of commencement of risk under the policy or from the date of revival of the policy, as applicable, the Nominee or beneficiary of the Insured member shall be entitled to at least 80% of the total premiums paid till the date of death, provided the policy is in force. This clause will not be applicable during renewal of cover.

Applicability of above mentioned suicide clause for different groups:

- For employer employee group where participation for insurance cover is compulsory, suicide clause as stated above will not be applicable. In other words, claims resulting from suicide will be covered.
- For employer employee group where participation for insurance cover is on a voluntary basis, suicide clause as stated above will be applicable.
- For non-employer employee groups, suicide clause as stated above will be applicable.

#### **6) Nomination & Assignment**

##### **A) Nomination**

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time. Please refer to Annexure II for more details on this section. Married Women's

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Property Act, 1874, Act shall not be applicable to this Policy.

**B) Assignment**

Assignment should be in accordance with provisions of section 38 of the Insurance Act, 1938, as amended from time to time. Please refer to Annexure III for more details on this section.

**2) Loss of Policy Document**

If the Policy Document is lost or misplaced, You should submit to Us a written request stating the fact and the reason for the loss. We will issue You a duplicate Policy Document by charging an amount as decided by Us from time to time. The current applicable fee is Rs. 250. Upon the issue of the duplicate Policy Document, the original Policy Document will automatically cease to have any validity with immediate effect.

You agree to indemnify Us and hold Us free and harmless from any costs, expenses, claims, awards or judgments arising out of or in relation to the original Policy Document.

**7) Restrictions on Travel, Residence & Occupation**

a) This Group Policy does not impose any restrictions on to travel, residence or occupation, unless specified otherwise in Part C of this Group Policy or under applicable Indian law.

**8) Governing Law & Jurisdiction**

- a) This Group Policy shall be governed by and is subject to Indian law.
- b) Any and all disputes arising under or in relation to this Group Policy shall be subject to the jurisdiction of the Indian courts.
- c) The terms and conditions of this Group Policy, including the premiums and benefits payable under this Group Policy are subject to variation in accordance with directions of the IRDAI and the relevant provisions of Indian law.

**9) Electronic Transactions**

a) All remote transactions effected through the Internet, world wide web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means

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**PART F**

of electronic, computer, automated machines network or through other means of telecommunication, established by Us or on Our behalf, for and in respect of this Policy or its terms, shall constitute legally binding on either part if valid transactions as per extant laws applicable and are done in adherence to and in compliance with Our terms and conditions for such facilities, as may be prescribed from time to time.

**10) Group Policy Currency**

All amounts payable either to or by Us under this Group Policy shall be in Indian Rupees only.

**11) Address for Correspondence**

- a. Any notice, information, request or instruction to Us must be in writing and delivered to the address intimated by Us to You, which is currently intimated to You as follows:

Chief – Operations  
Generali Central Life Insurance Company Limited  
Unit 801 and 802, 8th floor, Tower C,  
Embassy 247 Park, L.B.S Marg,  
Vikhroli (W), Mumbai- 400083

- b. We may change the address stated above and intimate You of such change in writing.  
c. Any notice, information or instruction from Us to You shall be mailed to Your address stated in the Schedule or to the changed address as intimated by You to Us in writing.  
d. Please communicate any change in Your address or any other communication details immediately, as it helps Us to reach to You faster. The correct address ensures that all Our communications reach to You timely.

**14) Applicable Taxes & Duties**

a) The tax benefits on this Group Policy shall be as per the prevailing tax laws in India and amendments thereto from time to time. In respect of any payment made or to be made under this Group Policy, We will deduct or charge or recover taxes, including applicable taxes and other levies, as applicable at such rates as notified by the government or such other body authorised by the government from time to time. Tax laws are subject to change.

## **PART G**

### **Grievance Redressal Procedure & List of Insurance Ombudsmen**

- 1) In case of any grievance, please approach the following in the order given below:
- a) In the event of any complaint/grievance under this Group Policy, a reference may be made to Our office at the following address giving the nature and full particulars of the grievance:-

**Grievance Redressal Department  
Generali Central Life Insurance Company Limited**

Unit 801 and 802, 8th floor, Tower C,  
Embassy 247 Park, L.B.S Marg,  
Vikhroli (W), Mumbai- 400083  
Email ID:care@generalicentral.com  
Our website: www.generalicentrallife.com  
Contact no : 022-41514500  
Toll Free No: 1800 102 2355

You may also reach out to Your nearest branch. You can locate Your nearest branch on Our website at <https://www.generalicentrallife.com/customer-service/branch-locator/>

- b) In case with the decision of the above office is not satisfactory, or there is no response from the office within 10 days, the following official for resolution of the grievance may be contacted:-

**Grievance Redressal Officer  
Generali Central Life Insurance Company Limited**

Unit 801 and 802, 8th floor, Tower C,  
Embassy 247 Park, L.B.S Marg,  
Vikhroli (W), Mumbai- 400083  
Contact No: 022 41514712  
Toll free No: 1800 102 2355  
Email: gro@generalicentral.com

- c) In case Our decision/resolution of the grievance is not satisfactory or in case You do not receive a response within 15, the IRDAI (Insurance Regulatory and Development Authority of India) through the Integrated Grievance Management System (IGMS) may be approached on the following contact details. The IGMS provides a gateway for policyholders to register complaints with insurance companies first and if required the same can be escalated to the IRDAI Grievance Cells.

#### **IRDAI Grievance Call Centre (IGCC)**

Call Center: TOLL FREE NUMBER (155255) or 1800 4254 732 for voice calls

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

A complaint may also be registered online at: <http://www.igms.irdai.gov.in/>

Address for communication for complaints by paper/fax:

General Manager,

Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell,

Insurance Regulatory and Development Authority of India,

Sy.No.115/1, Financial District, Nanakramguda,

Gachibowli, Hyderabad – 500 032

You can also make use of the Bima Bharosa system - IRDAI Portal at <https://bimabharosa.irdai.gov.in/> for registering the complaints and to monitor the status of the complaints.

### **d) Insurance Ombudsman**

i) In case Our decision/resolution is not satisfactory or in case You have not received any response within 30 days from the date filing of complaints with Us, You can approach Insurance Ombudsman as per the details specified in Annexure I, the Insurance Ombudsman Appointed under the provisions of Insurance Ombudsman Rules, 2017 may be approached if the grievance pertains to:

- a) delay in settlement of claims, 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 by the life insurer, General insurer or the health insurer;
- 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 insurers and their agents and intermediaries;
- g) issuance of life insurance policy, general 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 and general 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)

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- ii) Further, as per Rule 14(3) of the Insurance Ombudsman Rules 2017, the complaint to the Insurance Ombudsman can be made only if:
  - 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;
    - (iii) after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer fails to furnish reply to the complainant

The Insurance Ombudsman is an organization that addresses grievances that are not settled to Your satisfaction. The list of Insurance Ombudsmen offices is provided as Annexure I to this Policy. Further, the list of Insurance Ombudsmen offices is also available at the website below:

<https://www.cioins.co.in/ombudsman>

**ANNEXURE I****LIST OF INSURANCE OMBUDSMEN**

| <b>CONTACT DETAILS</b>                                                                                                                                                                                                                                                             | <b>JURISDICTION</b><br>(Union Territory, District)                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AHMEDABAD</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001.<br>Tel.: 079 - 25501201/02<br>Email: oio.ahmedabad@cioins.co.in                                                    | Gujarat,<br>Dadra & Nagar Haveli,<br>Daman and Diu.                                                                                                    |
| <b>BENGALURU</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19<br>Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: oio.bengaluru@cioins.co.in | Karnataka.                                                                                                                                             |
| <b>BHOPAL</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011.<br>Tel.: 0755 - 2769201 / 2769202 / 2769203<br>Email: oio.bhopal@cioins.co.in                    | Madhya Pradesh<br>Chhattisgarh.                                                                                                                        |
| <b>BHUBANESWAR</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 / 2596429 / 2596003<br>Email: oio.bhubaneswar@cioins.co.in                                                                  | Odisha.                                                                                                                                                |
| <b>CHANDIGARH</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017.<br>Tel.: 0172 - 2706468<br>Email: oio.chandigarh@cioins.co.in                                                      | Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh. |

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| <b>CHENNAI</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, Fatima Akhtar<br>Court, 4th Floor, 453, Anna Salai, Teynampet,<br>CHENNAI – 600 018.<br>Tel.: 044 - 24333668 / 24333678<br>Email: oio.chennai@cioins.co.in                                                                        | Tamil Nadu,<br>Puducherry Town and<br>Karaikal (which are part of Puducherry).          |
| <b>DELHI</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, 2/2 A, Universal<br>Insurance Building, Asaf Ali Road, New Delhi – 110<br>002.<br>Tel.: 011 - 46013992/23213504/23232481<br>Email: oio.delhi@cioins.co.in                                                                           | Delhi & following Districts of Haryana - Gurugram, Faridabad,<br>Sonapat & Bahadurgarh. |
| <b>GUWAHATI</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, Jeevan Nivesh,<br>5th Floor, Near Pan Bazar, S.S. Road, Guwahati –<br>781001(ASSAM).<br>Tel.: 0361 - 2632204 / 2602205 / 2631307<br>Email: oio.guwahati@cioins.co.in                                                             | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh,<br>Nagaland and Tripura.         |
| <b>HYDERABAD</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, 6-2-46, 1st floor,<br>"Moin Court", Lane Opp.Hyundai Showroom, A. C.<br>Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.<br>Tel.: 040 - 23312122 / 23376991 / 23376599 /<br>23328709 / 23325325<br>Email: oio.hyderabad@cioins.co.in | Andhra Pradesh,<br>Telangana,<br>Yanam and<br>part of Union Territory of Puducherry.    |
| <b>JAIPUR</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, Jeevan Nidhi – II<br>Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302<br>005.<br>Tel.: 0141 – 2740363<br>Email: oio.jaipur@cioins.co.in                                                                                          | Rajasthan.                                                                              |
| <b>KOCHI</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, 10th Floor,<br>Jeevan Prakash, LIC Building, Opp to Maharaja's<br>College Ground, M.G.Road, Kochi - 682 011.<br>Tel.: 0484 - 2358759<br>Email: oio.ernakulam@cioins.co.in                                                           | Kerala, Lakshadweep, Mahe-a part of Union Territory of<br>Puducherry.                   |

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| <b>KOLKATA</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, Hindustan Bldg.<br>Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124341<br>Email: oio.kolkata@cioins.co.in                         | West Bengal,<br>Sikkim,<br>Andaman & Nicobar Islands.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>LUCKNOW</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.<br>Tel.: 0522 - 4002082 / 3500613<br>Email: oio.lucknow@cioins.co.in            | Districts of Uttar Pradesh :<br>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. |
| <b>MUMBAI</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.<br>Tel.: 022 - 69038800/27/29/31/32/33<br>Email: oio.mumbai@cioins.co.in                    | <u>List of wards</u> under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.                                                                                                                                                                                                                                                                                        |
| <b>NOIDA</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.<br>Tel.: 0120-2514252 / 2514253<br>Email: oio.noida@cioins.co.in | State of Uttarakhand and the following Districts of Uttar Pradesh:<br>Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.                                                                        |
| <b>PATNA</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001<br>Tel.: 0612-2547068<br>Email: oio.patna@cioins.co.in                                                               | Bihar, and Jharkhand.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>PUNE</b><br>Insurance Ombudsman<br>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.<br>Tel.: 020 –24471175<br>Email: oio.pune@cioins.co.in          | State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region                                                                                                                                                                                                                                                                                                                          |

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| <b>THANE</b><br>Insurance Ombudsman<br>Office of the Insurance Ombudsman,<br>2nd Floor, Jeevan Chintamani Building,<br>Vasandrao Naik Mahamarg,<br>Thane (West), Thane – 400604<br>Tel.: 022-20812868/69<br>Email: <a href="mailto:oio.thane@ciains.co.in">oio.thane@ciains.co.in</a> | Area of Navi Mumbai, Thane District, Raigad District, Palghar District and <u>wards of Mumbai</u> , M/East, M/West, N, S and T. |
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### **ANNEXURE II**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

- 1) The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2) Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 3) Nomination can be made at any time before the maturity of the policy.
- 4) Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 5) Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 6) A notice in writing of Change or Cancellation of Nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 7) Fee to be paid to the insurer for registering change or cancellation of a Nomination can be specified by the Authority through Regulations.
- 8) On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a Nomination or cancellation or change thereof.
- 9) A transfer or Assignment made in accordance with Section 38 shall automatically cancel the Nomination except in case of Assignment to the insurer or other transferee or Assignee for purpose of loan or against security or its reassignment after repayment. In such case, the Nomination will not get cancelled to the extent of insurer's or transferee's or Assignee's interest in the policy. The Nomination will get revived on repayment of the loan.
- 10) The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the Nomination.
- 11) In case of Nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12) In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13) Where the policyholder whose life is insured nominates his (a) parents or (b) spouse or (c) children or (d) spouse and children (e) or any of them; the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
- 14) If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15) The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015 (i.e. 23.03.2015).
- 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 Insurance Laws (Amendment) Act, 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

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is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply. [Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.

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Annexure III

Section 38 - Assignment or Transfer of Insurance Policies 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 23.03.2015. 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 or 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 authorised 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 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

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(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, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

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