A.3. Policy Schedule

Name of the Policy	Exide Life Sanjeevani			
UIN of the Product	114N085V01			
Policy Number				
Date of the Proposal				
Policy Commencement Date				
Risk Commencement Date				
Plan Options	<Option A:- Cardiovascular Conditions> <Option B:- Cardiovascular and Cancer Conditions>			
Basic Sum Assured				
Premium Amount				
Frequency of Premium Payment	<Annual>			
Due Date of Premium Payment				
Premium Payment Term	< Regular>			
Policy Term				
Date of Last Installment Premium				
Name and Address of the Policyholder				
Date of Birth of the Policyholder				
Name and Address of the Life Assured				
Date of Birth of the Life Assured				
Age of Life Assured at Entry Whether Age admitted?				
Name of Nominee(s) and Relationship to the Policyholder	Name of the Nominee/ (s)	Age of the Nominee/ (s)	Relationship to Life Assured	Proportion (%)

Name of Appointee, If Nominee is Minor Relationship of Appointee with Nominee	
Policy Maturity Date	
Special Conditions	
Exclusions	

Consolidated Stamp Duty Paid to GOVERNMENT OF KARNATAKA for this contract is INR <>

The Modal Premium shown in the Policy Schedule above is exclusive of Goods and Service Tax (GST).
GST at the applicable rates will be charged on Premiums paid.

«Legend_schedule»«ADDAMT»

Exide Life Exide Life Sanjeevani (UIN:114N085V01)

TERMS AND CONDITIONS

PART B
Important Terms and Definitions

B.1. DEFINITIONS

In this Policy, unless the context requires otherwise, the following words and expressions shall have the meaning ascribed to them respectively herein below:

1. **Accident** means sudden, unforeseen and involuntary event caused by external visible and violent means.
2. **Age** shall be Age of Life Assured at Policy Commencement Date as at last birthday i.e. the Age in completed years and is recorded in the Policy Schedule based on the details provided by the Policyholder;
3. **Basic Sum Assured** means an absolute amount chosen by the Policyholder at the Date of Inception of Policy and as specified in the Policy Schedule.
4. **Benefit/s** mean the applicable Benefits payable in accordance with Part C of the terms of this Policy;
5. **Congenital Anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
   a. **Internal Congenital Anomaly** – Congenital Anomaly which is not visible and accessible parts of the body.
   b. **External Congenital Anomaly** – Congenital Anomaly which is in the visible and accessible parts of the body.
6. **Day Care Centre** means any institution established for Day Care Treatment of Illness and/or Injuries or a medical setup with a hospital and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criterion as under
   a. Has Qualified Nursing staff under its employment;
   b. Has qualified Medical Practitioner/s in charge;
   c. Has fully equipped operation theatre of its own where Surgical Procedures are carried out;
   d. Maintains daily records of patients and will make these accessible to the insurance company's authorized personnel
7. **Day Care Treatment** means medical treatment, and/or Surgical Procedure which is:
   a. Undertaken under General or Local Anesthesia in a Hospital/Day Care Centre in less than 24 hrs because of technological advancement, and
   b. Which would have otherwise required Hospitalization of more than 24 hours.

   Treatment normally taken on an out-patient basis is not included in the scope of this definition.
8. **Date of Diagnosis** is the date on which the Specialist first certifies the Diagnosis of any of the covered conditions based on confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence. Notwithstanding the above definition of Date of Diagnosis, if the Insured Event requires a Surgical Procedure to be performed and then the date of undergoing such Surgery shall be the Date of Diagnosis of the covered condition provided the Surgical Procedure must be the usual treatment for the condition and be medically necessary.
9. **Diagnosis** means the certified Diagnosis of the covered condition of the Life Assured in a Hospital or by a Specialist during the period when the Policy is in Force;
10. **Eligible Person** means the Policyholder including assignees under Section 38 of the Insurance Act, 1938, as amended from time to time , or Nominees under Section 39 of the Insurance Act, 1938, as amended from time to time, or proving executors of administration or other legal representatives, as per the applicable Regulations;
11. **Grace Period** the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a Policy in force without loss of continuity benefits such as Waiting Periods and coverage of Pre-existing Diseases. Coverage is not available for the period for which no premium is received.

12. **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 (Registration 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:

    a. has Qualified Nursing staff under its employment round the clock;

    b. 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;

    c. has qualified Medical Practitioner(s) in charge round the clock;

    d. has a fully equipped operation theatre of its own where Surgical Procedures are carried out;

    e. maintains daily records of patients and makes these accessible to the insurance Company's authorized personnel.

13. **Hospitalization** means admission in a Hospital for a minimum period of 24 consecutive In-patient Care hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.

14. **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:

        i. It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests

        ii. It needs ongoing or long-term control or relief of symptoms

        iii. It requires rehabilitation for the patient or for the patient to be specially trained to cope with it

        iv. It continues indefinitely

        v. It recurs or is likely to recur

15. **Injury** means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

16. **In-patient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

17. **Lapse** means a non-active – health insurance contract on account of nonpayment of Premium on the expiry of Grace Period;

18. **Life Assured** means the person named as such in the Policy Schedule, and on whose life the Policy has been taken in terms hereof;

19. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription

20. **Medical Practitioner** means a person who holds a valid registration form the Medical Council of any State or Medical Council of India, Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine with its jurisdiction; and is acting within its scope and jurisdiction of license.

21. **Nominee/s** means the person/(s) named in the Policy Schedule who has/have been nominated by the Policyholder (who is also the Life Insured in the Policy) in accordance with the Section 39 of the Insurance Act, 1938 as amended from time to time to receive the Benefits in respect of this Policy;

22. **Policy** means the contract of insurance entered into between the Policyholder and the insurer as evidenced by the Policy Document;

23. **Policyholder** shall mean the owner of this Policy and is referred to as the proposer in the Proposal form and is named as such in the Policy Schedule;

24. **Policy Commencement Date/ Date of Inception of the Policy** means the Date, Month, and Year the Policy comes into effect and is specified as such in the Policy Schedule;

25. **Policy Document** means and includes the necessary document, the Annexure, the signed Proposal Form, the Policy Schedule and any attached endorsements or supplements together with all addendums;

26. **Policy Maturity Date** means the date of completion of the Policy Term as specified in the Policy Schedule.

27. **Policy Schedule** means the Schedule issued by the Company that sets out the details of this Policy and is attached to and forming part of this Policy.

28. **Policy Term** means the tenure of this Policy as specified in the Policy Schedule.

29. **Policy Year** means a period of twelve (12) consecutive months starting from the Policy Commencement Date and ending on the day immediately preceding the following Policy anniversary date and each subsequent period of twelve (12) consecutive months thereafter.

30. **Pre-existing Diseases** means any condition, ailment, or injury or disease:

    a) That is/are diagnosed by a physician within 48 months prior to the effective date of the Policy issued by the Company or its Revival or

    b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the Policy issued by the Company or its Revival.

31. **Premium/s** means the contractual amount payable by the Policyholder in a Policy Year on the due date as set out in the Policy Schedule which is guaranteed for period of five years from the Date of Policy Commencement. Applicable service tax, cess and other levies if any are payable in addition. The Company, reserves the right to review and revise the amount of Premiums, at any time after five years from the Date of Policy Commencement, by giving notice in writing to the Policyholder. The revised Premium is guaranteed for a period of 5 years from the date of revision till further review and revision by the Company.

32. **Premium Payment Term (PPT)** means the period in years during the Policy Term in which Premiums are payable by the Policyholder under the Policy, as specified in the Policy Schedule.

33. **Proposal** means the proposal form submitted to the Company for issuance of this Policy.

34. **Qualified Nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

35. **Regulations** mean the laws and Regulations in effect as amended from time to time and applicable to this Policy, including without limitation the Regulations and directions issued by the Insurance Regulatory and Development Authority of India (IRDAI) from time to time. The applicable Regulation shall form a part and parcel of the terms and conditions, and the terms and conditions shall be read along with the Regulation.

36. **Revival** means restoration of the Policy, which was discontinued due to non-payment of the Premium, by the Company with all the Benefits mentioned in the terms and conditions, with or without Rider Benefits, if any upon receipt of all the Premiums due and other charge/late fee, if any, as per the terms and conditions of the Policy, upon the Company being satisfied as to the continued insurability of the Life Assured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the board approved underwriting policy.

37. **Risk Cessation Date** means the date of completion of the Policy Term or the date on which 100% of the Basic Sum Assured as mentioned in the Policy Schedule under this Policy are paid, or on Cancellation of the Policy by the Life Assured, or on death of the Life Assured, or on the date on which the Policy Lapses, whichever is earlier.

38. **Risk Commencement Date/Date of Commencement of risk** means the date from which risk is assumed by the Company and as specified in the Policy Schedule;

39. **Specialist** means a registered Medical Practitioner in Allopathy, who possesses recognized Specialist qualification to practice in the relevant medical field and whose name appears in the Specialists' registry of the Indian Medical Council or the medical council of the appropriate country, as the case may be but excludes Life Assured of the Base Policy or any relative of the Life Assured;

40. **Surgery or Surgical Procedure** means manual and/or operative procedure(s) required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a Hospital or Day Care Centre by a Medical Practitioner.

41. **Surrender** means complete withdrawal/termination of the entire Policy by the Policyholder in accordance with the terms of the Surrender.

42. **Survival Period** is a period of the first 28 days from the Date of Diagnosis or actual undergoing of a procedure as per definition, provided under Annexure I for covered Cardiovascular Conditions. There is no Survival Period in case of covered Cancer conditions.

43. **Waiting Period** means a period of 180 days beginning from the Date of Commencement of the Policy or from the Date of Revival in case of revival, whichever is later.

44. **"We", "Us", "Our"** and **"Company"** refers to Exide Life Insurance Company Limited.

45. **"You", "He", "She"** and **"Your"** refers to the Life Assured/Policyholder.

PART C
Product Core Benefits

BENEFITS PAYABLE UNDER THIS POLICY

C.1. Subject to terms and conditions of this Policy and the Policy remaining in full force and effect, after the Risk Commencement Date but before Policy Maturity Date in the event of first occurrence of any covered condition (on Diagnosis or actual undergoing of a procedure as per definition, provided under Annexure I) in the lifetime of the Life Assured, the Company shall pay the Benefits as follows subject to the admission of such Claims by the Company.

C.1.1. Benefits payable on Diagnosis of Option A (Cardiovascular Conditions)

The Benefit under the Policy will be paid, depending upon the category of Cardiovascular Conditions diagnosed. The covered conditions under Cardiovascular are specified in Annexure I. The categories under which the covered cardiovascular conditions are classified are as under:

Cardiovascular – Mild	Cardiovascular – Moderate	Cardiovascular – Severe
• Angioplasty • Arrhythmia's leading to Insertion of Pacemaker or ICD (Implantable Cardioverter Defibrillator) • Cardiac Arrest • Pericarditis leading to Pericardiectomy • Percutaneous Heart Valve Surgery • Minimally Invasive Surgery to Aorta • Keyhole Coronary Bypass Surgery • Infective Endocarditis • Valvuloplasty	• Carotid Artery Surgery • Secondary Pulmonary Hypertension with permanent functional impairment NYHA (New York Heart Association) class III • Cardiomyopathy • Surgical Septal Myomectomy (SSM) to relieve LVOT (Left Ventricular Outflow Tract) obstruction	• Myocardial Infarction (First Heart Attack of specified severity) • Open Chest CABG (Coronary Artery Bypass Graft) • Open Heart Replacement or Repair of Heart Valves • Major Surgery of Aorta • Primary (Idiopathic) Pulmonary Hypertension • Heart transplant • Stroke resulting in permanent symptoms

If the Life Assured is diagnosed to be suffering from a Cardiovascular conditions of defined severity, a percentage of the Basic Sum Assured, subject to applicable limits, will be payable in one lump sum to the Eligible Person.

The payout under the Policy will be subject to the category of severity of Cardiovascular conditions and claims previously admitted under the Policy.

At no point, the benefit under the Policy will exceed 100% of the Basic Sum Assured. The Policy shall terminate on payment of 100% of the Basic Sum Assured.

C.1.1.1. Benefits payable under Mild Category

On Diagnosis of a Mild category of Cardiovascular condition, the benefit payable will be 25% of the Basic Sum Assured. Only one claim under this category is permissible during the lifetime of the Policy. Once a claim under this category is paid, no payment for any future claims under this category would be admissible. The Policy shall continue for the Benefits payable under the Moderate category (as referred in Sec C.1.1.2) and/or for the Benefits payable under the Severe Category (as referred in Sec C.1.1.3) subject to a maximum limit of 100% of Basic Sum Assured less all previously paid Benefits under this Policy.

C.1.1.2. Benefits payable under the Moderate Category

On Diagnosis of a Moderate category of cardiovascular condition, the benefit payable for each claim will be 50% of the Basic Sum Assured or Basic Sum Assured less all previous Benefits paid under this Policy whichever is lower. Two claims under this category are permissible during the lifetime of the Policy. The Policy shall continue for the Benefits payable under all the three categories (as refereed in Section C.1.1.1, C.1.1.2 and C.1.1.3) subject to a maximum limit of 100% of the Basic Sum Assured less all previously paid Benefits under this Policy.

C.1.1.3. Benefits payable under the Severe Category

On Diagnosis of a Severe category of cardiovascular condition, the benefit payable will be 100% of the Basic Sum Assured or the Basic Sum Assured less all previous Benefits paid under this Policy whichever is lower. On payment of the Benefit under this category, the Policy terminates.

C.1.1.4. If there is more than one conditions diagnosed at a given point in time i.e. the Life Assured is eligible for the above Benefits as mentioned in C.1.1.1, C.1.1.2 and C.1.1.3 at the same time the claim which has the highest benefit payout will be paid and the Policy continues for the balance Basic Sum Assured (if any).

C.1.2. Benefits payable on Diagnosis of Option B (Cardiovascular and Cancer Conditions)

The Benefit under the Policy will be paid, depending upon the category of Cardiovascular and Cancer Conditions diagnosed. The covered conditions under Cardiovascular and Cancer are specified in Annexure I. The categories under which the covered Cardiovascular and Cancer conditions are classified are as under:

Cardiovascular – Mild	**Cardiovascular – Moderate**	**Cardiovascular – Severe**
• Angioplasty • Arrhythmia's leading to Insertion of Pacemaker or ICD (Implantable Cardioverter Defibrillator) • Cardiac Arrest • Pericarditis leading to Pericardiectomy • Percutaneous Heart Valve Surgery • Minimally Invasive Surgery to Aorta • Keyhole Coronary Bypass Surgery • Infective Endocarditis • Valvuloplasty	• Carotid Artery Surgery • Secondary Pulmonary Hypertension with permanent functional impairment NYHA (New York Heart Association) class III • Cardiomyopathy • Surgical Septal Myomectomy (SSM) to relieve LVOT (Left Ventricular Outflow Tract) obstruction	• Myocardial Infarction (First Heart Attack of specified severity) • Open Chest CABG (Coronary Artery Bypass Graft) • Open Heart Replacement or Repair of Heart Valves • Major Surgery of Aorta • Primary (Idiopathic) Pulmonary Hypertension • Heart transplant • Stroke resulting in permanent symptoms
Cancer – Mild	**Cardiovascular – Moderate**	**Cancer – Severe**
• Carcinoma-in-Situ of all organs excluding skin • Early stage Cancers of Prostate • Thyroid Papillary Microcarcinoma • Bladder Microcarcinoma • Chronic Lymphocytic Leukemia – early stages	• Mastectomy due to Diagnosis of Carcinoma-in- situ of the breast • Orchidectomy due to Diagnosis of Carcinoma-in-situ of the testis • Cystectomy due to Diagnosis of Carcinoma-in-situ of the Urinary Bladder/ T1NoMo Urinary Bladder Cancer • Total Abdominal Hysterectomy and Bilateral Salpingo-Oophorectomy due to Diagnosis of Carcinoma-in-Situ of the Cervix/ Carcinoma-in-Situ of the Uterus /Carcinoma-in-Situ of the Ovary	• Cancer of Specified Severity as provided in Annexure I under Cancer Severe Category (reference Point No. 10)

If the Life Assured is diagnosed to be suffering from a Cardiovascular and/or Cancer condition of defined severity, a percentage of the Basic Sum Assured, subject to applicable limits, will be payable in one lump sum to the Eligible Person.

The payout under the Policy will be subject to the category of severity of Cardiovascular and/or Cancer conditions and claims previously admitted under the Policy.

At no point, the benefit under the Policy will exceed 100% of the Basic Sum Assured. The Policy shall terminate on payment of 100% of the Basic Sum Assured.

C.1.2.1. Benefits payable on Diagnosis of Cardiovascular Conditions

The categories of Cardiovascular conditions covered under the Policy are as under:

C.1.2.1.1. Benefits payable under Mild Category

On Diagnosis of a Mild category of Cardiovascular condition, the benefit payable will be 25% of the Basic Sum Assured. Only one claim under this category is permissible during the lifetime of the Policy. Once a claim under this category is paid, no payment for any future claims under the same category for cardiovascular condition would be admissible. The Policy shall continue for the Benefits payable under Mild Category for Cancer (reference Section C.1.2.2.1) and the Moderate Category of Cardiovascular and Cancer Conditions (as referred in Section C.1.2.1.2 and Section C.1.2.2.2) and/or for the Benefits payable under the Severe Category of Cardiovascular and Cancer Conditions (as referred in Section C.1.2.1.3 and Section C.1.2.2.3) subject to a maximum limit of 100% of the Basic Sum Assured.

C.1.2.1.2. Benefits payable under the Moderate Category

On Diagnosis of a Moderate category of cardiovascular condition, the benefit payable for each claim will be 50% of the Basic Sum Assured or the Basic Sum Assured less all previous Benefits paid under this Policy whichever is lower. Two claims under this category (both Cardiovascular and Cancer conditions put together) are permissible during the lifetime of the Policy. The Policy shall continue for the Benefits payable under the Mild Category of Cardiovascular and Cancer Conditions (as referred in Section C.1.2.1.1 and Section C.1.2.2.1) and/or Moderate Category of Cardiovascular and Cancer Conditions (as referred in Section C.1.2.1.2 and Section C.1.2.2.2) and/or Severe Category of Cardiovascular and Cancer Conditions (as referred in Section C.1.2.1.3 and Section C.1.2.2.3) subject to a maximum limit of 100% of the Basic Sum Assured less all previously paid Benefits under this Policy.

C.1.2.1.3. Benefits payable under the Severe Category

On Diagnosis of a Severe category of cardiovascular condition, the benefit payable will be 100% of the Basic Sum Assured or the Basic Sum Assured less all previous Benefits paid under this Policy whichever is lower. On payment of the Benefits under this category, the Policy terminates.

C.1.2.1.4. If there are more than one conditions diagnosed at a given point in time i.e. the Life Assured is eligible for the above Benefits as mentioned in C.1.2.1.1, C.1.2.1.2 and C.1.2.1.3 at the same time the claim which has the highest benefit payout will be paid and the Policy continues for the balance Basic Sum Assured (if any).

C.1.2.2. Benefits payable on Diagnosis of Cancer Conditions

The categories of Cancer conditions covered under the Policy are as under:

C.1.2.2.1. Benefits payable under Mild Category

On Diagnosis of a Mild category of Cancer condition, the benefit payable will be 25% of the Basic Sum Assured. Only one Mild claim under this category is permissible during the lifetime of the Policy. Once a claim under this category is paid, no payment for any future claims under the same category for cancer would be admissible. The Policy shall continue for the Benefits payable under Mild condition for Cardiovascular (as referred in Section C.1.2.1.1) and the Moderate Category of Cardiovascular and Cancer (as referred in Section C.1.2.1.2. and Section C.1.2.2.2) and/or for the Benefits payable under the Severe Category of Cardiovascular and Cancer Conditions (as referred in Section C.1.2.1.3 and Section C.1.2.2.3) subject to a maximum limit of 100% of Basic Sum Assured less all previously paid Benefits under this Policy.

C.1.2.2.2. Benefits payable under the Moderate Category

On Diagnosis of a Moderate category of Cancer condition, the benefit payable for each claim will be 50% of the Basic Sum Assured or the Basic Sum Assured less all previous Benefits paid under this Policy whichever is lower. Two claims under this category (both Cardiovascular and Cancer conditions put together) are permissible during the lifetime of the Policy subject to a maximum limit of 100% of Basic Sum Assured. The Policy shall continue for the Benefits payable under the Mild Category of Cardiovascular and Cancer (as referred to in Section C.1.2.1.1 and Section C.1.2.2.1) and/or Moderate Category of Cardiovascular and Cancer Conditions (as referred in Section C.1.2.1.2 and Section C.1.2.2.2) and/or Severe Category of Cardiovascular and Cancer (as referred in Section C.1.2.1.3 and Section C.1.2.2.3) subject to a maximum limit of 100% of Basic Sum Assured less all previously paid Benefits under this Policy.

C.1.2.2.3. Benefits payable under the Severe Category

On Diagnosis of a Severe category of Cancer condition, the benefit payable will be 100% of the Basic Sum Assured or the Basic Sum Assured less all previous Benefits paid under this Policy whichever is lower. On payment of the Benefit under this category, the Policy terminates.

C.1.2.2.4. If there are more than one condition diagnosed in any point in time i.e. the Life Assured is eligible for the above Benefits as mentioned in the above Sections (Section C.1.1, C.1.2) at the same time the claim which has the highest Benefit payout will be paid and the Policy continues for the balance Basic Sum Assured (if any).

C.1.3. If there are more than one conditions diagnosed at any point of time under Benefits under both categories of Cardiovascular and Cancer categories shall be payable subject to a maximum of 100% of the Basic Sum Assured and the Policy continues for the balance Basic Sum Assured (if any).

C.2. Premium Funding Benefit:

On admission of any first claim from the Date of Diagnosis or actual undergoing of a procedure as per definition, provided under Annexure I under a moderate category, the installment Premiums due (if any) are waived off for a period of next 5 Policy years. At the end of 5 year period of premium funding, the Premiums to be paid will be the Premiums based on the age at entry subject to any reviewability of Premiums thereof with prior approval from IRDAI. In case the outstanding Policy Term is less than 5 years then the due Premiums for the outstanding Policy Term shall be waived.

In case the outstanding Policy Term is more than 5 years then the Premiums shall be waived only for a period of 5 years. The Policyholder will need to resume payment of Premiums thereafter without paying any arrears for the period for which the Premiums has been waived.

Premium funding benefit is applicable only once during the Policy Term.

C.3. Death Benefit

The Policy does not provide any Death Benefit.

C.4 Maturity Benefit

The Policy does not provide any Maturity Benefit.

C.5 Surrender Benefit

The Policy does not provide any Surrender Benefit.

C.6. Premiums under this Policy

This Policy is issued subject to the Policyholder making prompt and regular payment of Premium for the Premium Payment Term as mentioned in the Policy Schedule and it shall be the responsibility of the Policyholder to ensure prompt and regular payment of the Premium.

C.7. Payment of Benefits

C.7.1. Payment of all the Benefits as shown in the Policy Schedule shall be subject to receipt of proof by the Company to its satisfaction;

C.7.1.1. of the Benefits having become payable as set out in this Policy; and

C.7.1.2. of the title of the person or persons claiming the Benefits; and

C.7.1.3. of the correctness of the Age of the Life Assured as stated in the Proposal, if not previously admitted.

C.8. Mode of Payment of Benefits

C.8.1. All Benefits and other sums under this Policy shall be payable in the manner and currency allowed/permitted under the Regulations and shall be payable by NEFT, account payee cheque or other permissible modes.

C.8.2. The Company shall pay the applicable Benefits payable under this Policy. Any discharge given by the Eligible Person, or by any person authorized by the Eligible Person in writing in respect of the Benefits payable under this Policy shall constitute a valid discharge to the Company in respect of such payment. The Company's liability under the Policy shall be discharged by such payment.

C.8.3. Apart from the Benefits mentioned hereinabove in Part C the Company shall not be liable to pay any other Benefits to the Eligible Person.

C.9. Grace Period

A Grace Period of thirty (30) days for annual mode from the Premium payment due date will be granted by the Company to the Policyholder to pay the due premiums. During the period the coverage continues and shall terminate automatically at the end of the Grace Period if the due Premium is not paid. In the event of claim during the Grace Period, the claim shall become payable subject to the receipt of the due and unpaid Premium or renewal Premium from the Policyholder. If the Policyholder does not pay the outstanding Premium the insurer shall honor the claim after deducting the outstanding Premium from the claim proceeds.

C.10 Premium Reviewability

The Premium rates are guaranteed for five years and can be reviewed post IRDAI approval. Any modification will be intimated to the Policyholder at least three months prior to the Policy Anniversary Date when such revision or modification comes into effect.

In case the Policyholder does not wish to continue the Policy by paying the revised Premium the Policyholder has the option to discontinue the Policy.

PART D
Policy Servicing Related Aspects

D.1. Free Look Provisions: The Policyholder shall have a period of 15 days (30 days if the Policy is sourced through Distance Marketing# as provided in Distance Marketing Guidelines IRDA/ADMN/GDL/MISC/059/04/2011 dated 05/04/2011) from the date of receipt of the Policy Document to review the terms and conditions of this Policy and if the Policyholder disagrees with the said terms and conditions, the Policyholder shall have the option to return the Policy to the Company for cancellation, stating the reasons for His objections. Upon such Free-Look cancellation, the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover and medical examination fees (if any) in addition to the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.

Distance Marketing includes solicitation through all modes other than in person.

D.2. Revival of the Policy:

D.2.1. Subject to the to the approval of the Company and the prevailing board approved underwriting Policy , this Policy, if lapsed, may be revived for full Benefits before the Policy Maturity Date but within five years from the due date for payment of the first unpaid Premium provided that;

D.2.1.1. No claim has arisen under this Policy;

D.2.1.2. Where required by the Company, a written application for Revival is received from the Policyholder by the Company, together with evidence of insurability and health of the Life Assured, to the satisfaction of the Company; and

D.2.1.3. All amounts necessary to revive this Policy including all arrears Premiums with interest/Revival charge is set as per the formula below and is subject to IRDAI's approval:

Bank rate fixed by RBI as on 1st April + 2.5%, rounded up to a multiple of 50 basis points.

The Revival interest rate for financial year 2019-20 is 9%

D.2.2.Notwithstanding anything to the contrary contained elsewhere in this Policy, the Company reserves the right to revive the lapsed Policy either on its original terms and conditions or on such other or modified terms and conditions as the Company may specify or to reject the Revival. If needed the Company may refer it to its medical examiner in deciding on Revival of lapsed Policy. Subject to the provisions of Clauses D.2.1 above, the Revival shall come into effect on the date when the Company specifically communicates it in writing to the Policyholder.

D.2.3. If the Policy is not revived for full Benefits before the Policy Termination Date but within five years from the due date for payment of the first unpaid Premium, then the Policy will terminate.

D.3. Policy Termination

This Policy will terminate immediately on any of the following:

(i) On the Risk Cessation Date.

(ii) On payment of 100% of the Basic Sum Assured.

(iii) On Cancellation of the Policy by the Policyholder.

(iv) On death of the Life Assured.

(v) If the Installment Premium is not paid within the Grace Period and the Policy is not revived within the Revival period as per point D.2 above.

D.4. Survival Period

The Survival Period shall be applicable in this Policy. In case of Cardiovascular conditions the Survival Period is for 28 days. There is no Survival Period for Cancer Conditions.

D.4.1 In case of benefits payable under Option A, if a covered condition occurs within the Survival Period of the previous covered condition, then Company shall pay the benefit at end of survival period of the first condition subject to a maximum limit of 100% of the Basic Sum Assured less all previously paid benefits under the policy. At the end of the survival period of second condition, the company shall pay the difference between the benefits payable under second and first condition subject to minimum of zero and subject to a maximum limit of 100% of the Basic Sum Assured less all previously paid benefits under the policy.

D.4.2 In case of benefits payable under Option B for a covered condition under Cardiovascular followed by occurrence of another covered condition under Cancer (or vice versa) but within the Survival Period (there is no survival period for Cancer) of the first incidence, the Company shall pay benefit under both Cardiovascular and Cancer as per applicable Basic Sum Assured limits of the category of the Illness i.e, mild or moderate or severe, subject to meeting the Survival Period requirements (there is no survival period for Cancer) and also subject to a maximum limit of 100% of the Sum Assured less all previously paid benefits under the policy.

D.4.3 In case of Option B, if more than one covered conditions occur under Cardiovascular i.e two conditions of Cardiovascular but of the same (only moderate) or different category but within the Survival Period of the first incidence, then the Company shall pay the benefit at end of survival period of the first condition subject to a maximum limit of 100% of the Basic Sum Assured less all previously paid benefits under the policy. At the end of the survival period of second condition, the company shall pay the difference between the benefits payable under second and first condition subject to minimum of zero and subject to a maximum limit of 100% of the Basic Sum Assured less all previously paid benefits under the policy.

D.4.4 In case of Option B, if more than one covered conditions occur under Cancer i.e two conditions of Cancer but of the same (only moderate) or different category, then the Company shall pay the benefits under both the conditions subject to a maximum limit of 100% of the Basic Sum Assured less all previously paid benefits under the policy.

D.4.5 In case, the second incidence occurs after the Survival Period (there is no survival period for Cancer) of the first incidence, the Company shall pay the benefit for both the conditions as per applicable Basic Sum Assured limits according to the category, subject to meeting the Survival Period requirement (there is no survival period for Cancer) and subject to a maximum limit of 100% of the Basic Sum Assured. This is applicable for Option A and Option B as well.

For all the above mentioned points D.4.1, D.4.2, D.4.3, D.4.4 and D.4.5, the Survival Periods will be applicable for each of the incidences independently and the payout of claim is subject to meeting the Survival Period requirement for each of the incidences independently, else only those incidences for which the Survival Period is elapsed will be admitted for the claim.

Incidence of Mild and/or Moderate categories of Cardiovascular and/or Cancer conditions may be in any order as the conditions are not necessarily progressive in nature.

D.5. Exclusions

The Benefits under the Policy will not be payable under the following conditions:

1. "Pre-existing Disease" which means any condition, ailment, injury or disease:
   a) That is/are diagnosed by a physician within 48 months prior to the effective date of the Policy issued by the Company or its Revival or
   b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the Policy issued by the Company or its Revival.
2. Any covered condition or its signs or symptoms having occurred within the Waiting Period from Policy Commencement Date or Revival Date and during the period of lapsation as applicable.
3. Deliberate failure to seek or follow Medical Advice or intentional delay in order to circumvent the terms and conditions applying to this policy.
4. Self-inflicted injuries, suicide, insanity, and immorality, and deliberate participation of the Life Assured in an illegal or criminal act with criminal intent.
5. Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified Medical Practitioner
6. War – whether declared or not, civil commotion, breach of law, invasion, hostilities (whether war is declared or not), rebellion, revolution, military or usurped power or willful participation in acts of violence.
7. Radioactive contamination due to nuclear Accident for a period of 10 years from the actual incidence or Policy Commencement Date or Revival Date whichever is later.
8. Diagnosis and treatment outside India. However, this exclusion shall not be applicable in the following countries/places: Canada, Dubai, Hong Kong, Japan, Malaysia, New Zealand, Singapore, Switzerland, USA, and countries of the European Union. The Company may review the above list of accepted foreign countries from time to time and any changes would be subject to prior approval from IRDAI. Claims documents from outside India are only acceptable in English language and duly authenticated by the respective embassy of that country unless specifically agreed in writing.

9. A Congenital condition of the Life Assured.
10. Engaging in hazardous sports / pastimes, i.e. taking part in (or practicing for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off pastel skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport, bungee jumping, hand gliding etc. or Any Injury, sickness or disease received as a result of aviation (including parachuting or skydiving), gliding or any form of aerial flight other than as a fare-paying passenger or cabin crew on regular routes and on a scheduled timetable unless agreed by special endorsement.
11. Any treatment of a donor for the replacement of an organ.

D. 6. Policy Loan:

The Policy does not provide any Loan.

D. 7. Lapsation of the Policy:

In the event of non-payment of Premium within the Grace Period the Policy Lapses. Once the Policy Lapses no Benefits will be payable under the Policy until such time the Policy is in Lapse status.

PART E
All the applicable Charges, Fund Name, Fund Options etc. (Applicable especially for ULIP Policies)

E.1. Not Applicable as this is a Non-linked Insurance product.

PART F
General Terms and Conditions

F.1. Fraud, Misrepresentation and forfeiture: In issuing this Policy, the Company has relied on, and would rely on, accuracy and completeness of the information provided by the Policyholder/Life Assured and any other declarations or statements made or as may be made hereafter, by the Policyholder/Life Assured.

In case of fraud or misrepresentation or forfeiture, the Policy shall be treated in accordance with the provisions of 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 is enclosed as Annexure II for reference]

F.2. Admission of Age:

The Age of the Life Assured has been admitted on the basis of the declaration made by the Policyholder/Life Assured in the Proposal form and/or in any document/statement based on which this Policy has been issued. If the Age of the Life Assured is found to be different from that declared, the Company may, adjust the Premiums and/or the Benefits under this Policy and/or recover the applicable balance amounts, if any, as it deems fit. This Policy shall however become void from commencement, if the Age of the Life Assured at the Policy Commencement Date is found to be higher than the maximum or lower than the minimum entry Age that was permissible under this Policy at the time of issue and the Company shall return the Premiums paid subject to deduction of a proportionate risk Premium for the period of insurance cover in addition to the expenses incurred on medical examination (if any) and stamp duty charges.

F.3. Assignment: Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938, as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed as Annexure IV for reference]

F.4. Nomination: Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure III for reference]

F.5. Review, revision: The Company reserves the right to review, revise, delete and/ or alter any of the terms and conditions of this Policy, including without limitation the Benefits, the Premiums with the prior approval of IRDAI.

F.6. Release and discharge: The Policy will terminate automatically on the date on which payment of 100% of the Basic Sum Assured under this Policy are paid, or the date of completion of the Policy Term, or on Cancellation of the Policy by the Life Assured, or on death of the Life Assured, or the date on which the Policy Lapses, whichever is earlier. The Company will be relieved and discharged from all obligations under this Policy thereafter.

F.7. Taxes, duties and levies and disclosure of information: The Company shall deduct the applicable taxes in accordance with the prevailing provisions of the tax laws in India. All Premiums and Benefits payable under this policy are subject to applicable taxes, cess, etc which shall be paid by the Policyholder along with the Benefits or Premiums. The Policyholder will be liable to pay all applicable taxes as levied by the Government of India/ Statutory Authorities of India from time to time.

F.8. Notice by the Company under the Policy: Any of the notices required to be issued in terms of this Policy may be issued, either by issuing individual notices to the Policyholder, including by electronic mail and/or facsimile, or by issuing a general notice, including by publishing such notices in newspapers and/or on the Company's website.

Please communicate any changes in your mailing address or any other communication details as soon as possible.

This will enable us to serve you better

F.9. Entire Contract: This Policy comprises of the terms and conditions set forth in this Policy Document, the Policy Schedule, and the endorsements, if any, made on or applicable to this Policy, which shall form an integral part and the entire contract evidenced by this Policy. The liability of the Company is at all times subject to the terms and conditions of this Policy and the endorsements made from time to time.

F.10. Risk Factors:

a) This is a Non- Linked, Non -Participating Individual Health Insurance Product.

b) Exide Life Insurance Company Limited is only the name of the Insurance Company and Exide Life Sanjeevani is only the name of the product does not in any way indicate the quality of the product, its future prospects or returns, if any.

F.11. Governing Law and Jurisdiction: This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts in India.

F.12. Policy Exclusion: If the Life Assured under this Policy discloses or is identified at the time of issuance of any Pre-existing Diseases relevant to the Cardiovascular and/or Cancer conditions, the Policy Term between 5-9 years will not be issued.

F.13. Requirements for claims under Cardiovascular/Cancer Conditions:In case of Claim the Health Claim form has to be submitted at the branch with the following documents:

(a) Health Claim Intimation Form

(b) Policy Document, in original;

(c) Identification proof (bearing photo) of person receiving the Benefit and/or the Life Assured.

(d) Medical Reports to include initial Diagnosis / findings, further follow-up treatment report, medicine prescriptions from initial treatment till date, any other relevant medical report pertaining to the Illness

(e) Evidence provided by independent practicing medical consultant acceptable to the insurance Company,

(f) Appropriate Medical records and/or medical test or Investigation reports including, but not limited to, clinical treatment, radiological, histological and laboratory test evidence (e.g., 2D echocardiogram, treadmill test; USG etc.)

(g) Histopathology Report in case of cancer group claims

Notwithstanding anything contained in Clause F.13 above, depending upon the cause or nature of the claim, the Company reserves the right to call for any other and/or additional documents, investigations or information, including documents/information concerning the title of the person claiming under this Policy, to the satisfaction of the Company, for processing of the claim.

The Company shall settle the eligible claims, within 30 days of the receipt of the last necessary document/s, failing which, We shall pay interest on the claim amount at the rate of 2% higher than the prevailing bank rate prevalent at the beginning of the financial year in which the claim has been reviewed by Us.

The Claims of Senior Citizens shall be handled through a separate channel within the framework of the Claims processing of the Company.

The claim is required to be intimated to Us within a period of 180 days from the date of diagnosis or actual undergoing of procedure, as applicable, which are covered under the Contract, to treat the same as a valid claim. However, delay in intimation of claim or submission of documents for the reasons beyond the control of the Insured/claimant may be condoned by the Company.

F.14. Issuance of Duplicate Policy: In the event if the Policyholder loses/misplaces /destroys the original Policy bond, the Policyholder shall immediately inform the Company, the Company after obtaining satisfactory evidence shall issue duplicate Policy by collecting necessary charges not exceeding ₹250.

PART G
Grievance Redressal Mechanism, List of Ombudsman and Other Annexures

G.1. Contact Information Complaints & Grievance Redressal

Contact Us

- Meet your Grievance Officer at Your nearest Exide Life Insurance Branch Office
- Write to care@exidelife.in from Your registered email address
- Call 1800 419 8228 from your registered mobile number

Grievance Escalation Matrix

Level 1

In case the complainant is not satisfied with the response, the complainant can escalate the grievance to Chief Grievance Redressal Officer within 8 weeks from date of complaint resolution at gro@exidelife.in

Address:

The Chief Grievance Redressal Officer
Exide Life Insurance Company Limited
3rd Floor, JP Techno Park, No. 3/1, Millers Road
Bengaluru 560 001, India.
Tel No: 080 4134 5134

Level 2

In case the complainant is not satisfied with the response or does not receive any response from the Chief Grievance Redressal Officer within 15 days, complainant may approach the grievance cell of the Insurance Regulatory and Development Authority of India (IRDAI):

IRDAI Grievance Call Centre –

Address:		**Consumer Affairs Department, Insurance Regulatory and Development Authority of India** **Survey No. 115/1, Financial District,** **Nanakramguda, Gachibowli, Hyderabad** **Telangana State – 500032**
Toll Free Number	**:**	**155255 (or) 1800 4254 732**
Timings	**:**	**8 AM to 8 PM (Monday to Saturday)**
Email	**:**	**grievances@irdai.gov.in**
Website	**:**	**http://igms.irdai.gov.in**

Level 3

Manner of making complaints to Insurance Ombudsman

In case the complainant is not satisfied with the decision/resolution of the Company, or does not receive any response from the Company within 30 days of filing the complaint, the complainant may approach the Insurance Ombudsman. Refer http://www.ecoi.co.in/ombudsman.html for the updated list of Insurance Ombudsman.

As per the provisions of Rule 13(1) of Insurance Ombudsman Rules, 2017, the Ombudsman shall receive and consider complaints or disputes relating to: a. delay in settlement of claims; b. any partial or total repudiation of claims; c. disputes over premium paid or payable in terms of the policy; d. misrepresentation of policy terms and conditions; e. legal construction of insurance policies in so far as the dispute relates to claim; f. servicing related grievances against

insurers, their agents and intermediaries; g. issuance of policy not in conformity with Proposal form submitted; h. non-issuance of insurance policy after premium receipt; and i. any other matter resulting from regulatory violation, related to issues mentioned at clauses a. to h.

As per the provisions of Rule 14 of Insurance Ombudsman Rules, 2017:

Rule 14(1), 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.

Rule 14(2), the complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against 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.

Rule 14(3), 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;

  (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.

Rule 14(4), the Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.

Rule 14(5), no complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

List of Insurance Ombudsman Centers

CONTACT DETAILS	JURISDICTION
AHMEDABAD 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@ecoi.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, Bhopal (M.P.)-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneshwar-751009. Tel.:- 0674-2596461/2596455 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	State of Orissa
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, Chandigarh-160 017. Tel.:- 0172-2706196 / 2706468 Fax : 0172-2708274 Email: bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, Chennai-600 018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
NEW DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, New Delhi-110 002. Tel.:- 011-2323481/23213504 Fax : 011-23230858 Email: bimalokpal.delhi@ecoi.co.in	States of Delhi

List of Insurance Ombudsman Centers

CONTACT DETAILS	JURISDICTION
ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@ecoi.co.in	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.
GUWAHATI Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, Guwahati-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, Hyderabad-500 004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@ecoi.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of the Union Territory of Pondicherry..
JAIPUR Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: Bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, Kolkata - 700 072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@ecoi.co.in	States of Uttar Pradesh and Uttaranchal.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai-400 054. Tel : 022 - 26106552 / 26106960 Fax : 022-26106052 Email: bimalokpal.mumbai@ecoi.co.in	States of Goa and Mumbai Metropolitan Region excluding areas of Navi Mumbai & Thane

List of Insurance Ombudsman Centers

CONTACT DETAILS	JURISDICTION
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Tel.: 0120-2514250 / 2514252 / 2514253 Email:- bimalokpal.noida@ecoi.co.in	States 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, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkhand
PUNE 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@ecoi.co.in	State of Maharashtra, Area of Navi Mumbai & Thane but excluding Mumbai Metropolitan Region

Note: For current ombudsman list please visit http://www.irdai.gov.in

IRDAI Notice: Beware of Spurious/Fraud Phone Calls: IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums. Public receiving such phone calls are requested to lodge a police complaint.

ANNEXURE - i

Annexure – I: - Cardiovascular and Cancer Conditions Covered

The product will cover the following Cardiovascular and Cancer Conditions as per the Option opted by the Life Assured;

Option A: - Cardiovascular Conditions

Cardiovascular – Mild	Cardiovascular – Moderate	Cardiovascular – Severe
• Angioplasty • Arrhythmia's leading to Insertion of Pacemaker or ICD (Implantable Cardioverter Defibrillator) • Cardiac Arrest • Pericarditis leading to Pericardiectomy • Percutaneous Heart Valve Surgery • Minimally Invasive Surgery to Aorta • Keyhole Coronary Bypass Surgery • Infective Endocarditis • Valvuloplasty	• Carotid Artery Surgery • Secondary Pulmonary Hypertension with permanent functional impairment NYHA (New York Heart Association) class III • Cardiomyopathy • Surgical Septal Myomectomy (SSM) to relieve LVOT(left ventricular outflow tract) obstruction	• Myocardial Infarction (First Heart Attack of specified severity) • Open Chest CABG (Coronary Artery Bypass Graft) • Open Heart Replacement or Repair of Heart Valves • Major Surgery of Aorta • Primary (Idiopathic) Pulmonary Hypertension • Heart transplant • Stroke resulting in permanent symptoms

Option B: - Cardiovascular and Cancer Conditions

Cardiovascular – Mild	Cardiovascular – Moderate	Cardiovascular – Severe
• Angioplasty • Arrhythmia's leading to Insertion of Pacemaker or ICD (Implantable Cardioverter Defibrillator) • Cardiac Arrest • Pericarditis leading to Pericardiectomy • Percutaneous Heart Valve Surgery • Minimally Invasive Surgery to Aorta • Keyhole Coronary Bypass Surgery • Infective Endocarditis • Valvuloplasty	• Carotid Artery Surgery • Secondary Pulmonary Hypertension with permanent functional impairment NYHA (New York Heart Association) class III • Cardiomyopathy • Surgical Septal Myomectomy (SSM) to relieve LVOT(Left Ventricular Outflow Tract) obstruction	• Myocardial Infarction (First Heart Attack of specified severity) • Open Chest CABG (Coronary Artery Bypass Graft) • Open Heart Replacement or Repair of Heart Valves • Major Surgery of Aorta • Primary (Idiopathic) Pulmonary Hypertension • Heart transplant • Stroke resulting in permanent symptoms

Cancer – Mild	Cancer – Moderate	Cancer – Severe
• Carcinoma-in-Situ of all organs excluding skin • Early stage Cancers of Prostate • Thyroid Papillary Microcarcinoma • Bladder Microcarcinoma • Chronic Lymphocytic Leukemia – early stages	• Mastectomy due to Diagnosis of Carcinoma-in- situ of the breast • Orchidectomy due to Diagnosis of Carcinoma-in-situ of the testis • Cystectomy due to Diagnosis of Carcinoma-in- situ of the Urinary Bladder/ T1NoMo Urinary Bladder Cancer • Total Abdominal Hysterectomy and Bilateral Salpingo-Oophorectomy due to Diagnosis of Carcinoma in-Situ of the Cervix/ Carcinoma-in-Situ of the Uterus /Carcinoma-in-situ of the Ovary	• Cancer of Specified Severity - as provided in Annexure I under Cancer Severe Category (reference Point No. 10)

Definition of conditions covered

The Diagnosis of any of the listed below conditions must be established by relevant evidence and be certified by a Specialist in the relevant field. The following Cardiovascular / Cancer conditions that are covered under various categories (Mild/Moderate/Sever) are defined below. All these conditions in the presence of HIV infection are excluded.

Cardiovascular Conditions

Mild Category

1. Angioplasty

I. Coronary Angioplasty is defined as percutaneous coronary intervention by way of Balloon Angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50% of one or more major Coronary arteries. The intervention must be determined to be medically necessary by a Cardiologist and supported by a coronary angiogram (CAG).

II. Coronary arteries herein refer to Left Main Stem, Left Anterior Descending, Circumflex and Right Coronary Artery.

III. Diagnostic Angiography or investigation procedures without angioplasty/stent insertion are excluded.

2. Arrhythmia's leading to Insertion of Pacemaker or ICD (Implantable Cardioverter Defibrillator)

The actual insertion of a pacemaker or ICD due to life threatening arrhythmias, cardiomyopathy or any other condition upon documented recommendation by a cardiologist.

3. Cardiac Arrest

Sudden loss of heart functions with cessation of blood circulation around the body resulting in unconsciousness and resulting in either of the following devices being surgically implanted:

i. Implantable Cardioverter-Defibrillator (ICD), or

ii. Cardiac Resynchronization Therapy with Defibrillator (CRT-D)

For the above definition the following is not covered:

iii. Insertion of a defibrillator without cardiac arrest

iv. Cardiac arrest secondary to alcohol or drug misuse

4. Pericarditis leading to Pericardiectomy

The actual undergoing of pericardiectomy secondary to chronic restrictive pericarditis. Acute pericarditis or chronic restrictive pericarditis related to alcohol or drug abuse and/or HIV is excluded.

5. Percutaneous Heart Valve Surgery

Percutaneous heart valve replacement is an interventional procedure involving the insertion of an artificial heart valve using a catheter. Payout will be based on the actual undergoing of Surgery. The need for Surgery should be certified by a cardiologist.

6. Minimally Invasive Surgery to Aorta

The actual undergoing of repair or correction of an aneurysm, narrowing, obstruction or dissection of the aorta using minimally invasive or intra-arterial techniques. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

7. Keyhole Coronary artery Bypass graft

The actual undergoing of a Coronary artery Bypass graft using Keyhole Surgery. The Diagnosis must be supported by a coronary angiography and the realization of Surgery has to be confirmed by a Specialist Medical Practitioner.

8. Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

i. Positive result of the blood culture proving presence of the infectious organism(s)

ii. Presence of at least moderate heart valve incompetence (meaning regurgitate fraction of twenty percent (20%) or above) or moderate heart valve stenosis (resulting in heart valve area of thirty percent (30%) or less of normal value) attributable to Infective Endocarditis; and

iii. The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a Registered Medical Practitioner who is a cardiologist.

9. Valvuloplasty

An interventional procedure involving Percutaneous heart valve repair by balloon valvotomy or valvuloplasty to repair narrowing of heart valves using a catheter. Payout will be based on the actual undergoing of Surgery.

The need for Surgery should be certified by a cardiologist and supported by an echocardiography

Moderate Category

10. Carotid Artery Surgery

The actual undergoing of Carotid artery Surgery to correct stenosis in one or both carotid arteries by angioplasty and/or stenting or having undergone open endarterectomy upon documented recommendation by a cardiologist.

11. Secondary Pulmonary Hypertension

Secondary Pulmonary hypertension confirmed by a Cardiologist with the help of investigations including Echo/ Cardiac Catheterization (cardiac catheterization proving the pulmonary pressure to be above 30 mm of Hg), resulting in permanent irreversible physical impairment of at least Class III of the New York Heart Association (NYHA) Classification of Cardiac Impairment based on Echo findings.

Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.

12. Cardiomyopathy

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class III or Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

i. Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.

ii. Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

The Diagnosis of Cardiomyopathy has to be supported by echocardiographic findings of compromised ventricular performance. Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

13. Surgical Septal Myomectomy to relieve LVOT (Left Ventricular Outflow Tract) obstruction

Actual undergoing of Septal Myomectomy that entails removing a portion of the thickened septal wall that is obstructing the flow of blood from the left ventricle to the aorta. Diagnosis has to be confirmed by a Specialist who is a cardiologist and evidenced by echo with obstruction of LV outflow tract at rest, with a maximum systolic gradient ≥ 30 mmHg

Left ventricular outlet obstruction due to alcohol or drug abuse is specifically excluded.

Severe Category

14. Myocardial Infarction (First Heart Attack of specified severity)

I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The Diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

i. a history of typical clinical symptoms consistent with the Diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)

ii. new characteristic electrocardiogram changes

iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

II. The following are excluded:

i. Other acute Coronary Syndromes

ii. Any type of angina pectoris

iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

15. Open Chest CABG

I. The actual undergoing of heart Surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The Diagnosis must be supported by a coronary angiography and the realization of Surgery has to be confirmed by a Cardiologist.

II. The following are excluded:

i. Angioplasty and/or any other intra-arterial procedures

16. Open Heart Replacement or Repair of Heart Valves

The actual undergoing of open-heart valve Surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The Diagnosis of the valve abnormality must be supported by an echocardiography and the realization of Surgery has to be confirmed by a Specialist Medical Practitioner. Catheter based techniques including but not limited to, balloon valvotomy / valvuloplasty are excluded.

17. Major Surgery of Aorta

The actual undergoing of major Surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra-arterial techniques are excluded.

18. Primary (Idiopathic) Pulmonary Hypertension

I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or Specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

II. The NYHA Classification of Cardiac Impairment are as follows:

I. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.

ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, Congenital heart disease and any secondary cause are specifically excluded.

19. Heart Transplant

The actual undergoing of a transplant of heart that resulted from irreversible end-stage failure of the heart.

20. Stroke resulting in permanent symptoms

I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolization from an extra cranial source. Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

II. The following are excluded:

i. Transient ischemic attacks (TIA)

ii. Traumatic Injury of the brain

iii. Vascular disease affecting only the eye or optic nerve or vestibular functions

Cancer Conditions

Mild Category

1. Carcinoma-in-situ (CIS of all organs except skin)

Focal autonomous new growth of carcinomatous cells and that has not yet resulted in the invasion of normal tissues. Invasion means an infiltration and/or active destruction of tissue or surrounding tissue beyond the basement membrane. A Diagnosis of CIS must be supported by a histopathological report and should be certified by an Oncologist. Clinical Diagnosis does not meet this standard.

The Diagnosis of CIS must always be positively diagnosed upon the basis of a microscopic examination of fixed tissue. The Diagnosis should be confirmed by a qualified oncologist / Specialist in the relevant field.

CIS of skin and Cervical Intraepithelial Neoplasia (CIN) classification including CIN I,CIN II, and CIN III (severe dysplasia without carcinoma-in-situ) are specifically excluded.

2. Early stage Cancers of Prostate

This condition is characterised by uncontrolled growth and spread of malignant prostate cancer cells with invasion and destruction of normal prostate tissue. It must be classified as "T1N0M0" according to the latest TNM staging method. The cancer is still within the prostate and has not spread to nearby lymph nodes [N0] or elsewhere

in the body [M0]. The Diagnosis must always be on the basis of a microscopic examination of fixed tissue showing a Gleason Score of two to six. The Diagnosis should be confirmed by a qualified oncologist / Specialist in the relevant field.

All grades of Prostate Intraepithelial Neoplasia (PIN) are not covered under this definition.

3. Thyroid Papillary Microcarcinoma

It is defined as papillary carcinoma of the thyroid that is less than 10 mm in diameter and is characterised by the uncontrolled growth and spread of malignant papillary thyroid cancer cells with invasion and destruction of normal thyroid tissue. The cancer is confined to the thyroid gland and has not spread to nearby lymph nodes or elsewhere in the body. The Diagnosis should be confirmed by a qualified oncologist / Specialist in the relevant field.

4. Bladder Microcarcinoma

Bladder Microcarcinoma is characterised by the uncontrolled growth and spread of malignant bladder cancer cells that are confined to the inner lining of the bladder. The Bladder Microcarcinoma must be diagnosed as non-invasive papillary carcinoma and classified as "T1N0M0" according to the latest TNM staging method.

5. Chronic Lymphocytic Leukaemia – early stages

Chronic Lymphocytic Leukaemia is categorized as the uncontrolled growth and spread of malignant lymphocyte white blood cells within the bone marrow and the blood. The Chronic Lymphocytic Leukaemia must be diagnosed and classified as Rai stage 0, 1, or 2 by a Specialist in the relevant field. These early Rai stages of leukaemia imply that there is an elevated malignant monoclonal lymphocyte count with or without enlarged lymph nodes or spleen, but there is no anaemia and no thrombocytopenia.

Moderate Category

6. Mastectomy due to Diagnosis of Carcinoma in situ Breast

The actual undergoing of a mastectomy due to CIS of the Breast (confirmed by histological evidence). The mastectomy must be certified to be absolutely necessary by a Specialist in the relevant field. Partial mastectomy and lumpectomy do not fulfill the above definition.

7. Orchidectomy due to Diagnosis of Carcinoma-in-situ of the testis

The actual undergoing of orchidectomy where the histological findings thereafter indicate the presence of CIS of Testis. The Orchidectomy must be certified to have been absolutely necessary by a Specialist in the relevant field.

8. Cystectomy due to Diagnosis of carcinoma in situ Urinary Bladder or Papillary Carcinoma of the Bladder

The actual undergoing of a total radical cystectomy due to CIS of Urinary Bladder / Papillary Carcinoma of the Bladder (confirmed by histological evidence). The cystectomy must be certified to be absolutely necessary by a Specialist in the relevant field. Segmental cystectomy does not fulfil the above definition.

9. Total Abdominal Hysterectomy and Bilateral Salpingo-with or without Oophorectomy due to Diagnosis of Carcinoma-in-Situ of the Cervix / Uterus / Ovary / Fallopian tube / Vagina / Vulva

The actual undergoing of a total abdominal hysterectomy and bilateral salpingo with or without ooperherectomy due to CIS of the cervix/uterus/ovary/fallopian tube/vagina/vulva (confirmed by histological evidence). The cystectomy must be certified to be absolutely necessary by a Specialist in the relevant field.

Severe Category

10. Cancer of specified severity

a. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This Diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

b. The following are excluded –

i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 & CIN-3.

ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;

iii. Malignant melanoma that has not caused invasion beyond the epidermis;

iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.

v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;

vi. Chronic lymphocytic leukaemia less than RAI stage 3

vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,

viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

ix. All tumors in the presence of HIV infection.

ANNEXURE - II

Section 45 – Policy shall not be called in question on the ground of misstatement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 years from

    a. the date of issuance of policy or

    b. the date of commencement of risk or

    c. the date of revival of policy or

    d. the date of rider to the policy

    whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

    a. the date of issuance of policy or

    b. the date of commencement of risk or

    c. the date of revival of policy or

    d. the date of rider to the policy

    whichever is later.

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

03. 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.

04. 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.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / claimant 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 misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or claimant.

06. 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.

07. In case repudiation is on ground of misstatement 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.

08. 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.

09. The insurer can call for proof of Age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of Age of life insured. So, this Section will not be applicable for questioning Age or adjustment based on proof of Age submitted subsequently.

[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 45 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].

ANNEXURE - III

Section 39 – Nomination by Policyholder

Provisions regarding nomination of a policy in terms of Section 39 of the Insurance Act, 1938, as amended from time to time are as follows:

01. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
02. Where the Nominee is a minor, the Policyholder may appoint any person to receive the money secured by the policy in the event of Policyholder's death during the minority of the Nominee. The manner of appointment is to be laid down by the insurer.
03. Nomination can be made at any time before the maturity of the policy.
04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such Nominee. Otherwise, insurer will not be liable if a bona fide payment is made to the person named in the text of the policy or in the registered records of the insurer.
07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
09. 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.
10. 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.
11. In case Nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
12. 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.
13. 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).
14. 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.
15. 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.
16. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 39 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].

ANNEXURE - IV

Section 38 - Assignment and Transfer of Insurance Policies

Provisions regarding assignment or transfer of a policy in terms of Section 38 of the Insurance Act, 1938, as amended from time to time are as follows:

01. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
02. 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.
03. 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.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. 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 there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. 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.
08. 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.
09. 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
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. Policyholders are advised to refer to Section 38 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].