

Part A

<<Date>>

<<Policyholder's Name>>

<<Policyholder's Address>>

<<Policyholder's Contact Number>>

Dear <<Policyholder's Name>>,

Sub: Your Policy no. <<>>

We are glad to inform you that your Proposal has been accepted and the HDFC Life Cardiac Care Policy ("Policy") being this Policy, has been issued. We have made every effort to design your Policy in a simple format. We have highlighted items of importance so that you may recognise them easily.

Policy document:

As an evidence of the insurance contract between HDFC Life Insurance Company Limited and you, the Policy is enclosed herewith. Please preserve this document safely and also inform your Nominees about the same. A copy of your Proposal form and other relevant documents submitted by you are also enclosed for your information and record.

Cancellation in the Free-Look Period:

<< In case you are not agreeable to any of the terms and conditions stated in the Policy, you have the option to return the Policy to us for cancellation stating the reasons thereof, within 30 days from the date of receipt of the Policy as your Policy is an electronic Policy / purchased through Distance Marketing mode. On receipt of your letter along with the original Policy (original Policy Document is not required for policies in dematerialised form), we shall arrange to refund the Premium paid by you, subject to deduction of the expenses incurred by us for medical examination (if any) and stamp duty charges. / In case you are not agreeable to any of the terms and conditions stated in the Policy, you have the option to return the Policy to us for cancellation stating the reasons thereof, within 15 days from the date of receipt of the Policy. On receipt of your letter along with the original Policy (original Policy Document is not required for policies in dematerialised form), we shall arrange to refund the Premium paid by you, subject to deduction of the expenses incurred by us for medical examination (if any) and stamp duty charges. >>

Contacting us:

The address for correspondence is specified below. To enable us to serve you better, you are requested to quote your Policy number in all future correspondence. In case you are keen to know more about our products and services, we would request you to talk to our Certified Financial Consultant (Insurance Agent) who has advised you while taking this Policy. The details of your Certified Financial Consultant including contact details are given below.

To contact us in case of any grievance, please refer to Part G. In case you are not satisfied with our response, you can also approach the Insurance Ombudsman in your region.

Thanking you for choosing HDFC Life Insurance Company Limited and looking forward to serving you in the years ahead.

Yours sincerely,

<< Designation of the Authorised Signatory >>

Branch Address: <<Branch Address>>

Agency/Intermediary Code: <<Agency/Intermediary Code>>

Agency/Intermediary Name: <<Agency/Intermediary Name>>

Agency/Intermediary Telephone Number: <<Agency/Intermediary mobile & landline number>>

Agency/Intermediary Contact Details: <<Agency/Intermediary address>>

Address for Correspondence: HDFC Life Insurance Company Limited, 11th Floor Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.

Regd. Off: Lodha Excelus, 13th Floor, Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.

Call 1860-267-9999 (local charges apply). DO NOT prefix any country code e.g. +91 or 00. Available Mon-Sat from 10 am to 7 pm

| Email – service@hdfclife.com | NRIservice@hdfclife.com (For NRI customers only) Visit – www.hdfclife.com .

CIN: L65110MH2000PLC128245

POLICY DOCUMENT- HDFC Life Cardiac Care

Unique Identification Number: <<>>

Your Policy is a non linked non participating health insurance plan. This Policy document is the evidence of a contract between HDFC Life Insurance Company Limited and the Policyholder as described in the Policy Schedule given below. This Policy is based on the Proposal made by the Policyholder and submitted to the Company along with the required documents, declarations, statements, any response given to the Health Questionnaire by the Life Assured, applicable medical evidence and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder (“Proposal”). This Policy is effective upon receipt and realisation, by the Company, of the consideration payable as Premium under the Policy. This Policy is written under and will be governed by the applicable laws in force in India and the Premium and benefits are expressed and payable in Indian Rupees only.

POLICY SCHEDULE

Policy number: <<>>

Client ID: <<>>

Policyholder Details

Name	<<>>
Address	<<>>

Life Assured Details

Name	Address	Date of Birth	Age on the Date of Risk Commencement	Age Admitted
<<>>	<<>>	<< dd/mm/yyyy	<<>> years	<<Yes/No>>

Policy Details

Date of Commencement of Policy	<<Date>>		
Date of Risk Commencement	<< RCD >>		
Date of Issue/Inception of Policy	<< First Issue Date>>		
Optional Benefit	<<>>		
Sum Insured	Rs. <<>>		
Single Premium	Rs. <<>>		
Underwriting Extra Premium			
Total Premium			
Policy Term	<<>> years		
		Policy issued on the basis of Health Questionnaire (HQ)	<< Yes/No >>

The Premium amount is excluding any applicable taxes and levies on the Premium.
Amount of applicable taxes and levies will be charged at actuals as per prevalent rate.

NOMINATION SCHEDULE

Nominee's Name	<<Nominee-1 >>	<<Nominee-2 >>
Relationship with the Nominee	<<Nominee-1 >>	<<Nominee-2 >>
Date of Birth of Nominee	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
Nomination Percentage	<<>> %	<<>> %
Nominee's Address	<<>>	<<>>
Appointee's Name (Applicable where the Nominee is a minor)	<<>>	
Date of Birth of Appointee	<< dd/mm/yyyy >>	
Appointee's Address	<<>>	

Signed at Mumbai on <<>>

For HDFC Life Insurance Company Limited

Authorised Signatory

In case you notice any mistake, you may return the Policy document to us for necessary correction.

SPACE FOR ENDORSEMENTS

Part B - Definitions

In this Policy, the following definitions shall be applicable:

- 1) **Appointee** – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorized to receive the benefits under this Policy on the death of the Life Assured while the Nominee is a minor;
- 2) **Authority/ IRDAI** – means Insurance Regulatory and Development Authority of India;
- 3) **Company, company, Insurer, Us, us, We, we, Our, our** – means or refers to HDFC Life Insurance Company Limited;
- 4) **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 in the visible and accessible parts of the body;
 - (b) External Congenital Anomaly - Congenital anomaly which is in the visible and accessible parts of the body;
- 5) **Date of Risk Commencement** – means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences;
- 6) **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 Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said act or complies with all minimum criteria as under:
 - i) has qualified nursing staff under its employment round the clock;
 - ii) 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;
 - iii) has qualified medical practitioner(s) in charge round the clock;
 - iv) has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - v) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;
- 7) **Hospitalisation** – 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;
- 8) **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;
- 9) **Illness** – means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
 - (a) Acute condition- Acute condition is a disease, illness or Injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ Injury which leads to full recovery;
 - (b) Chronic condition- A chronic condition is defined as a disease, illness, or Injury that has one or more of the following characteristics:
 1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests;
 2. it needs ongoing or long-term control or relief of symptoms;
 3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it;
 4. it continues indefinitely;
 5. it recurs or is likely to recur;
- 10) **Injury** – means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner;
- 11) **Intensive Care Unit (ICU)** – means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and

where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards;

- 12) **Life Assured** – means the person as stated in the Policy Schedule;
- 13) **Medical Advice** – means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription;
- 14) **Medical Practitioner**–means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or 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 within its jurisdiction; and is acting within the scope and jurisdiction of license. The person must be qualified in allopathic system of medicine and shall not be the Life Assured himself/herself;
- 15) **Nominee(s)** – means the person named by the Policyholder (who is also the Life Assured) under this policy and registered with us in accordance with the Nomination Schedule, who is authorized to receive the Death Benefit under this Policy, on the death of the Life Assured;
- 16) **Policy Anniversary** – means the annual anniversary of the Date of Risk Commencement;
- 17) **Policyholder, You, you, your** – means or refers to the Policyholder stated in the Policy Schedule;
- 18) **Policy Term** – means the term of the Policy as stated in the Policy Schedule;
- 19) **Policy Year**– means a year following the Risk Commencement Date and the year following each subsequent anniversary of Risk Commencement Date;
- 20) **Pre-existing Disease** 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 insurer or its reinstatement
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 insurer or its reinstatement

- 21) **Premium** – means an amount stated in the Policy Schedule, payable by you to us to secure the benefits under this Policy, excluding taxes or levies;
 - 22) **Sum Insured** –the face value of this Policy contracted between you and us. All the morbidity benefits applicable under the Policy have been expressed as a proportion of this amount. The Sum Insured at Inception of Policy, as stated in the Policy Schedule is the face value of the Policy contracted between you and us;
 - 23) **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;
 - 24) **Unclaimed Sum Insured** – shall mean the Sum Insured as reduced by aggregate benefits already paid since the Inception of Policy.
 - 25) **Covered Conditions** –the Covered Conditions are as follows:
 1. **Myocardial Infarction (First Heart Attack of Specific Severity)**

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:

 - a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
 - new characteristic electrocardiogram changes
 - elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- The following are excluded:**
- Other acute Coronary Syndromes
 - Any type of angina pectoris.

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

2. **Open Chest CABG**

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.

The following are excluded:

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

3. **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.

4. **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

The following are excluded:

- Surgery performed using only minimally invasive or intra-arterial techniques.
- Claim arising due to Internal Congenital Anomalies within 4 years from the date of Risk Commencement.

5. **Heart Transplant**

The actual undergoing of a transplant of human heart that resulted from irreversible end stage heart failure. The undergoing of a heart transplant has to be confirmed by a specialist Medical Practitioner.

6. **Cardiomyopathy**

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

- 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 and
- Echocardiography findings confirming presence of cardiomyopathy and Left Ventricular Ejection Fraction (LVEF %) of 40% or less

The following are excluded:

- Cardiomyopathy directly related to alcohol or drug abuse.

7. **Primary (Idiopathic) Pulmonary Hypertension**

A. 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 Catheterization.

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.

B. 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.

C. 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.

8. **Balloon Valvotomy or Valvuloplasty**

The actual undergoing of Valvotomy or Valvuloplasty necessitated by damage of the heart valve as confirmed by a specialist in the relevant field and established by a cardiac echocardiogram or any other appropriate diagnostic test that is available.

The following are excluded:

- Procedures done for treatment of Congenital Heart Disease within 4 years from the date of Risk Commencement.

9. **Surgery to place Ventricular Assist Devices or Total Artificial Hearts**

The actual undergoing of open heart surgery to place a Ventricular Assist Device or Total Artificial Heart medically necessitated by severe ventricular dysfunction or severe heart failure, with cardiac echocardiographic evidence of reduced left ventricular ejection fraction of less than 30%.

The following are excluded:

- Ventricular dysfunction or Heart failure directly related to alcohol or drug abuse is excluded.

10. **Implantable Cardioverter Defibrillator**

Insertion of a permanent cardiac defibrillator as a result of cardiac arrhythmia which cannot be treated via any other method. The surgical procedure must be certified to be medically necessary by a specialist in the relevant field.

Documentary evidence of cardiac arrhythmia must be provided.

11. **Carotid Artery Surgery**

The actual undergoing of surgery to the Carotid Artery to treat carotid artery stenosis of fifty percent (50%) or above, as proven by angiographic evidence, of one (1) or more carotid arteries. Both criteria (A) and (B) below must be met:

A. One of the following:

- i. Actual undergoing of endarterectomy to alleviate the symptoms; or
- ii. Actual undergoing of an endovascular intervention such as angioplasty and/or stenting or atherectomy to alleviate the symptoms; and

B. The Diagnosis and medical necessity of the treatment must be confirmed by a Registered Medical Practitioner who is a specialist in the relevant field.

12. **Pericardectomy**

The undergoing of a pericardectomy performed by open heart surgery or keyhole techniques as a result of pericardial disease. The surgical procedures must be certified to be medically necessary by a consultant cardiologist.

The following are excluded:

- Other procedures on the pericardium including pericardial biopsies and pericardial drainage procedures by needle aspiration.

13. Minimally Invasive surgery of Aorta

The actual undergoing of minimally invasive surgical repair (i.e. via percutaneous intra-arterial route) of a diseased portion of an aorta to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

The following are excluded:

- Claim arising due to Internal Congenital Anomalies within 4 years from the Date of Risk Commencement.

14. Angioplasty

A. 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).

B. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

C. Diagnostic angiography or investigation procedures without angioplasty/stent insertion are excluded.

15. Infective Endocarditis

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

- Positive result of the blood culture proving presence of the infectious organism(s);
- 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

- The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a cardiologist.

16. Surgery for Cardiac Arrhythmia

Procedures like Maze surgery, Radiofrequency Ablation therapy or any relevant procedure/surgery deemed absolutely necessary by a cardiologist to treat life threatening arrhythmias. Diagnosis must be evidenced by monitoring through a Holter monitor, event monitor or loop recorder and should be confirmed by a consultant cardiologist.

The following are excluded:

- Cardio version and any other form of non-surgical treatments.
- Claim arising due to Internal Congenital Anomalies within 4 years from the Date of Risk Commencement.

17. Insertion of Pacemaker

Insertion of a permanent cardiac pacemaker that is required as a result of serious cardiac arrhythmia which cannot be treated via other means. The insertion of the cardiac pacemaker must be certified to be medically necessary by a specialist in the relevant field.

The following are excluded:

- Claim arising due to Internal Congenital Anomalies within 4 years from the Date of Risk Commencement.

18. Pulmonary Thrombo Embolism

The blockage of an artery in the lung by a clot or other tissue from another part of the body. The Pulmonary Embolus must be unequivocally diagnosed by a specialist on either a Ventilation-Perfusion scan (the isotope investigation which shows the ventilation and perfusion of the lungs), angiography or echocardiography, with evidence of right ventricular dysfunction and requiring

medical or surgical treatment on an inpatient basis.

Sample

Part C – Benefits

1. Benefit

I. Base Benefit

- i. Under the Base Benefit which is offered to the Policyholder, benefit as specified below shall be payable on first occurrence/diagnosis/undergoing (hereinafter referred to as “Occurrence”) and subsequent recurrences of the Covered Conditions/ Surgeries during the lifetime of the Life Assured, after Inception of Policy and while the Policy is in force. Further the benefit shall be payable depending on the severity of the Covered Condition which has been divided into the following groups:

Group A: High severity Covered Conditions eligible for 100% of Sum Insured are as follows:

- a) Myocardial Infarction (First Heart Attack – of Specified Severity)
- b) Open Chest CABG
- c) Open Heart Replacement or Repair of Heart Valves
- d) Major Surgery of Aorta
- e) Heart Transplant
- f) Cardiomyopathy
- g) Primary (Idiopathic) Pulmonary Hypertension

Group B: Moderate severity Covered conditions eligible for 50% of Sum Insured are as follows:

- a) Balloon Valvotomy or Valvuloplasty
- b) Surgery to place Ventricular Assist Devices or Total Artificial Hearts
- c) Implantable Cardioverter Defibrillator (ICD)
- d) Carotid Artery Surgery

Group C: Mild severity Covered Conditions eligible for 25% of Sum Insured are as follows:

- a) Pericardectomy
- b) Minimally Invasive Surgery of Aorta
- c) Angioplasty

- d) Infective Endocarditis
- e) Surgery for Cardiac Arrhythmia
- f) Insertion of Pacemaker
- g) Pulmonary Thrombo Embolism

h) Where a claim is made for a Covered Condition (except Myocardial Infarction (First Heart Attack – of Specific Severity, Cardiomyopathy, Primary (Idiopathic) Pulmonary Hypertension, Infective Endocarditis and Pulmonary Thrombo Embolism), in addition to satisfying the criteria specified in the Definitions under Part B and Exclusions under Part F (Clause 2), the procedure or surgery must be determined to be medically necessary by a consultant cardiologist/ surgeon and must be supported by relevant imaging findings and evidenced by established diagnostic reports.

- ii. Subject to the Cooling off Period specified under Part F (Clause 1), multiple claims can be made for Covered Conditions falling under Group B and Group C of the Base Benefit.
- iii. In an event where more than one Covered Condition occurs, the claim shall be payable for only one Covered Condition.
- iv. Benefits under this Policy shall be payable provided the Life Assured survives for a period of 30 days following the diagnosis of the claimed Covered Conditions.
- v. Benefit payable in case of a claim shall not exceed Unclaimed Sum Insured.
- vi. Aggregate of all claims payable under the Base Benefit shall, in no case, exceed 100% of Sum Insured over Policy Term and while the Policy is in force.
- vii. The Policy shall terminate automatically and immediately on payment of 100% of Sum Insured against all valid claims or on expiry of the Policy Term, whichever is earlier.

II. Optional Benefit

In addition to the Base Benefit, there are three optional benefits available to the Policyholder. The

Policyholder can choose one or more of the below mentioned optional benefits at the time of Inception of Policy.

Optional Benefit	Benefits
A	Hospitalisation Benefit (HB)
B	Indexation Benefit (IB)
C	Income Benefit

A. Hospitalisation Benefit (HB)

- i. In case of Hospitalisation, due to Occurrence of any of the Covered Conditions as mentioned in the Base Benefit above, the Hospitalisation Benefit shall be payable.
- ii. In case of admission in non ICU room, 1% of the Original Sum Insured per day of Hospitalisation (not exceeding Rs. 10,000/- per day) shall be payable. However, the benefit amount shall be subject to a maximum of 10% of the Original Sum Insured and for 10 days during the Policy Year and 30% of the Original Sum Insured and for 30 days during the Policy Term.
- iii. In case of admission in ICU room, 2% of the Original Sum Insured per day of Hospitalisation (not exceeding Rs. 20,000/- per day) shall be payable. However, the benefit amount shall be subject to a maximum of 10% of the Original Sum Insured and for 5 days during the Policy Year and 30% of Sum Insured and for 15 days during the Policy Term.
- iv. Part of the day of Hospitalisation shall be considered as full day for determining this Hospitalisation Benefit.
- v. The Hospitalisation Benefit shall be independent and in addition to the benefit under the Base Benefit.
- vi. The Hospitalisation Benefit will be payable after completion of Hospitalisation for atleast 24 hours.

- vii. The coverage under this Hospitalisation Benefit shall cease once entire benefit entitlement is exhausted against all Hospitalisation Benefit claims made since Inception of Policy.
- viii. Subsequent Hospitalisation arising due to complication or follow-up of the already Covered Condition shall also be covered.

B. Indexation Benefit

- i. Where no claim is made during the first Policy Year, then starting from the first Policy Anniversary, the Sum Insured will increase at a rate of 10% per annum of the Sum Insured chosen by Policyholder at Inception of Policy (“Original Sum Insured”). Sum Insured as increased under this optional benefit shall be hereinafter referred to as “Increased Sum Insured”.
- ii. This increase will continue till any claim event has occurred (excluding claim for Hospitalisation Benefit).
- iii. However, there shall be no increase in Sum Insured after Sum Insured reaches 200% of the Original Sum Insured.

C. Income Benefit

- i. This optional benefit shall be payable on the Occurrence of any of the Covered Conditions as mentioned in Group A (High Severity Covered Conditions/ surgeries) of the Base Benefit during the lifetime of the Life Assured, after Inception of Policy and while the Policy is in force.
- ii. A monthly income equal to 1% of the Original Sum Insured (“Income Payments) will be payable for a fixed period of 5 years (“Income Period”).
- iii. This optional benefit shall be paid in addition to the benefits under the Base Benefit and other benefit options, if any.
- iv. In the event of the Policyholder’s death while receiving the Income Benefit, the remaining payouts under this optional benefit will be paid to his/her Nominee.
- v. During the Income Period, the future Income Payments or part thereof can be surrendered in exchange for a lump sum payment. This lump sum

payment shall be the discounted value of the future Income Payments at the prevailing revival interest rate charged by the Company.

III. Death Benefit

No benefit is payable on death. The Policy shall terminate upon the death of the Life Assured.

IV. Maturity Benefit

No benefit is payable on maturity. The Policy shall terminate at the end of the Policy Term.

V. Surrender Benefit

The Policy will immediately acquire a Surrender Value which will be computed in accordance with the below mentioned formula:

$$60\% \times (\text{Single Premium} - \text{UW cost}) \times \left(1 - \frac{M}{P}\right)$$

Where,

UW cost: Rs. 2,750 for medically underwritten life

M: policy month of surrender

P: Policy Term in months

2. Payment and cessation of Premiums

- a) The Single Premium must be paid along with the submission of your completed application.
- b) Where the Premium has been remitted otherwise than in cash, the application of the Premium received is conditional upon the realization of the proceeds of the instrument of payment, including electronic mode.

Part D

1. Renewability

Since, this is a fixed benefit product; it does not offer guaranteed renewability after the expiry of the Policy Term.

2. Alterations

No alterations are permissible under the Policy after Inception of Policy.

3. Loans

No loans shall be granted by the Company under the Policy.

4. Free Look Cancellation

In case the Policyholder is not agreeable to any of the provisions stated in the Policy, the Policyholder has an option to return the Policy to the Company stating the reasons thereof, within 15 days from the date of receipt of the Policy. If the Policy has been purchased through Distance Marketing mode, this period will be 30 days. On receipt of the Policyholder's letter requesting free-look cancellation along with the original Policy document, the Company shall arrange to refund the Premium paid by the Policyholder, subject to deduction of the expenses incurred by the Company for medical examination (if any) and stamp duty, (if any).

Part E- Charges

1. **Additional Servicing Charges:** Not Applicable

Sample

Part F - General Terms & Conditions

1. Cooling off Period, Waiting Period and Survival Period

Waiting Period: A Waiting Period of 180 days will apply from the Date of Risk Commencement. No claim shall be payable for any disease/disorder of the heart having occurred and/or hospitalization and/or treatment (availed or advised) for the same within the Waiting Period. The Company shall terminate and no benefits shall be payable where a claim is made for any disease/disorder of the heart having occurred and/or hospitalization and/or treatment (availed or advised) for the same within the Waiting Period and the Premium paid by the Policyholder shall be refunded without any interest.

However, no refund shall be made where coverage is called in question on the grounds as provided under sec. 45 of the Insurance Act, 1938 as amended from time to time.

Survival Period: Any benefit (including the Hospitalisation Benefit) under this Policy will be paid only if the Life Assured survives for a period of 30 days from the date of occurrence of the Covered Condition.

If the Covered Condition occurs within the Policy Term but the Survival Period crosses the end of Policy Term, a valid claim arising as a result of such an occurrence shall not be denied.

Cooling off Period: Cooling off Periods applicable after occurrence of Covered Condition resulting into valid claim and corresponding benefit amount are given below:

- Scenario 1: Recurrence of Covered Condition

Cooling off Period	12 months
Benefit	Nil

Amount	
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- Scenario 2: Occurrence of other Covered Condition from the same or lower severity category

Cooling off Period	6 months
Benefit Amount	Nil

- Scenario 3: Occurrence of other Covered Condition from higher severity category

Cooling off Period	6 months
Benefit Amount	Applicable benefit amount less claims made during immediately preceding 6 months

- Scenario 4: Occurrence of other Covered Condition not related to any disease/ disorder of the heart or Covered Condition/s, claimed earlier. This must be certified by a cardiologist appointed by the Company. The cost of certification shall be borne by the Company.

Cooling off Period	Nil
Benefit Amount	Applicable benefit amount

The aforesaid Cooling off Period shall apply afresh on each valid claim.

For the purpose of this Section, "Other Covered Condition" shall mean Covered Conditions excluding the Covered Condition resulting into a valid claim and for which Covered Condition a corresponding benefit amount has been paid by the Company.

2. Exclusions

Unless expressly stated to the contrary in this Policy, we will not make any payment for any claim in respect of Life Assured if it is directly or indirectly-

caused by or aggravated directly or indirectly by or arises from or is in any way attributable to any of the following:

1. No benefits will be payable for any condition(s) which is a direct or indirect result of any Pre-Existing Disease unless Life Assured has disclosed the same at the time of Proposal or date of reinstatement whichever is later and the company has accepted the same. Any investigation or treatment for any Illness, disorder, complication or ailment arising out of or connected with the pre-existing Illness shall be considered part of that Pre-existing Disease.
2. Any disease/disorder of the heart having occurred and/or Hospitalization and/or treatment (availed or advised) for the same within the Waiting Period.
3. Failure to seek or follow Medical Advice or the Life Assured has delayed medical treatment in order to circumvent the Waiting Period or other conditions and restriction applying to this Policy.
4. Self-inflicted injuries, suicide and immorality, and deliberate participation of the Life Assured in an illegal or criminal act.
5. Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified Medical Practitioner.
6. Radioactive contamination due to nuclear accident.
7. Engaging in hazardous sports / pastimes, i.e. taking part in (or practising 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 crew on a licensed passenger-carrying commercial aircraft operating

on regular routes and on a scheduled timetable unless agreed by special endorsement.

3. Age Admitted

The Company has calculated the Premium under the Policy on the basis of the age of the Life Assured as declared in the Proposal. In case you have not provided proof of age of the Life Assured with the Proposal, you will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted ("Correct Age") during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938 as amended from time to time, we shall take one of the following actions: **(1)**If eligible, and if the Correct Age is found to be higher, the benefit payable under this Policy, Rider, if any, shall be after deduction of such difference of Premium (i.e. difference in Premium paid based on age declared in the Proposal and Premium based on the Correct Age) along with interest thereon. In such cases, before calculating the amount of benefit payable, the Policy shall be subject to re-underwriting and the Sum Insured shall be subject to eligibility as per underwriting norms and the Premium to be deducted shall be calculated proportionately on such Sum Insured payable. If the Correct Age is found to be lower, excess Premium without any interest shall be refunded.**(2)**If ineligible for the Policy basis the Correct Age, the Policy shall be void-ab-initio and the Premium paid shall be refunded without interest after deducting all applicable charges like medical, stamp duty, risk etc.

4. Claims Procedure

The benefits under this Policy, subject to other conditions prescribed under this Policy, will be payable to the Policyholder if:

- (1) The Life Assured survives for a period of 30 days from the date of Occurrence/recurrence of the Covered Condition;
- (2) The Occurrence/recurrence takes place within the Policy Term. However, if the survival period crosses the end point of Policy Term, a valid claim arising as a result of such an Occurrence/recurrence shall not be denied;
- (3) The standard Policy provisions specified in Part F Clause 1 (Cooling Off Period and Waiting Period), Clause 2 (Exclusions) and Clause 8 (Incorrect Information and Non Disclosure) are not attracted;
- (4) The Policy has not been cancelled or terminated;

All relevant documents in support of the claim have been provided to the Company.

These would normally include the following:

- Fully completed claim form (including NEFT details),
- Original Policy document,
- Claimant's identity and residence proof,
- Advance discharge voucher,
- A copy of medical records for diagnosis & treatment attested by treating doctor,
- A copy of past medical records attested by self,
- Attending physician statement,
- Usual family doctor certificate,
- Employer certificate (if applicable), and

Depending on the circumstances, further documents may be called for as we deem fit.

- (5) The claim is required to be intimated to us along with all necessary claim documents required within 60 days from the date of diagnosis of the condition. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant.
- (6) In the event of a claim, provisions of Section 45 of the Insurance Act 1938, as amended from time to time, will apply.

(7) The Company shall settle the claim within 30 days from the date of receipt of last necessary document. In case of delay in the payment of a claim, the Company shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% (or such rate as may be notified by the Authority, from time to time) above the bank rate.

(8) However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days the Insurer shall be liable to pay interest at a rate 2% (or such rate as may be notified by the Authority, from time to time) above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

5. Assignment or Transfer

This Policy cannot be assigned or transferred.

6. Nomination

The Policyholder can nominate a person/ persons in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 39 is enclosed in Annexure I for reference.

7. Issuance of Duplicate Policy

The Policyholder can request for a duplicate copy of the Policy at HDFC Life offices or through Certified Financial Consultant (Insurance Agent) who advised you while taking this Policy. While making an application for duplicate Policy, the Policyholder is required to submit a notarized original indemnity bond on stamp paper. Additional charges may be applicable for issuance of the duplicate Policy.

8. Incorrect Information and Non-Disclosure

Fraud, misrepresentation and forfeiture would be dealt with in accordance with the provisions of Section 45 of the Insurance Act 1938 as amended from time to time. Simplified version of the provisions of Section 45 is enclosed in Annexure II for reference. The Policy shall be void and the Premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

9. Policy on the Life of a Minor

The Policy cannot be taken for the benefit of the Life Assured who is a minor.

10. Taxes

(1) Indirect Taxes: Taxes and levies shall be levied as applicable. Any taxes and levies becoming applicable in future may become payable by you by any method including by levy of an additional monetary amount in addition to Premium and or charges.

(2) Direct Taxes: Tax will be deducted at source at the applicable rate from the payments made under the Policy, as per the prevailing provisions of the Income Tax Act, 1961.

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

(1) This Policy is subject to:

- The Insurance Act 1938, as amended from time to time,
- Amendments, modifications (including re-enactment) as may be made from time to time, and
- Other such relevant Regulations, Rules, Laws, Guidelines, Circulars, Enactments etc. as may be introduced thereunder from time to time.

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

(3) We are required to obtain prior approval from the IRDAI before making any material changes to these provisions, except for changes of regulatory / statutory nature.

(4) We reserve the right to require submission by you of such documents and proof at all life stages of the Policy as may be necessary to meet the requirements under Anti-money Laundering/Know Your Customer norms and as may be laid down by IRDAI and other regulators from time to time.

12. Jurisdiction

This Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under or in relation to this Policy.

13. Notices

Any notice, direction or instruction given to us, under the Policy, shall be in writing and delivered by hand, post, facsimile or from registered electronic mail ID to:

HDFC Life Insurance Company Limited, 11th Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

Registered Office: Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.

E-mail: service@hdfclife.com

Or such other address as may be informed by us.

Similarly, any notice, direction or instruction to be given by us, under the Policy, shall be in writing and delivered by hand, post, courier or registered electronic mail ID to the address in the records of the Company.

You are requested to communicate any change in address, to the Company supported by the required

address proofs to enable the Company to carry out the change of address in its systems. The onus of intimation of change of address lies with the Policyholder. An updated contact detail of the Policyholder will ensure that correspondences from the Company are correctly addressed to the Policyholder at the latest updated address.

Sample

Part G
Grievance Redressal Process

- (i) The customer can contact us on the below mentioned address or at any of our branches in case of any complaint/ grievance:
Grievance Redressal Officer
HDFC Life Insurance Company Limited
11th Floor, Lodha Excelus, Apollo Mills Compound,
N. M. Joshi Marg, Mahalaxmi, Mumbai, Maharashtra - 400011
Helpline number: 18602679999 (Local charges apply)
E-mail: service@hdfclife.com
Our senior citizen customers can now avail of a privileged service to have their query/grievance addressed by simply giving a missed call on 8000006607 from their registered phone number. One of our specialists will call back to assist further.
- (ii) All grievances (Service and sales) received by the Company will be responded to within the prescribed regulatory Turn Around Time (TAT) of 15 days.
- (iii) Written request or email from the registered email id is mandatory.
- (iv) If required, we will investigate the complaints by taking inputs from the customer over the telephone or through personal meetings.
- (v) We will issue an acknowledgement letter to the customer within 3 working days of the receipt of complaint.
- (vi) The acknowledgement that is sent to the customer has the details of the complaint number, the Policy number and the Grievance Redressal Officer's name who will be handling the complaint of the customer.
- (vii) If the customer's complaint is addressed within 3 days, the resolution communication will also act as the acknowledgment of the complaint.
- (viii) The final letter of resolution will offer redressal or rejection of the complaint along with the appropriate reason for the same.

- (ix) In case the customer is not satisfied with the decision sent to him or her, he or she may contact our Grievance Redressal Officer within 8 weeks of the receipt of the communication at any of the touch points mentioned in the document, failing which, we will consider the complaint to be satisfactorily resolved.
- (x) The following is the escalation matrix in case there is no response within the prescribed timelines or if you are not satisfied with the response. The number of days specified in the below- mentioned escalation matrix will be applicable from the date of escalation.

Level	Designation	Response Time
1st Level	Associate Vice President – Customer Relations	10 working days
2nd Level (for response not received from Level 1)	Sr. Vice President – Customer Relations	7 working days

You are requested to follow the aforementioned matrix to receive satisfactory response from us.

- (xi) If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255/ 18004254732
- Email ID: complaints@irda.gov.in
- Online- You can register your complaint online at <http://www.igms.irda.gov.in/>
- Address for communication for complaints by fax/paper:
General Manager
Consumer Affairs Department – Grievance Redressal Cell
Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District,

Nanakramguda, Gachibowli,
Hyderabad – 500 032

2. In the event you are dissatisfied with the response provided by us, you may approach the Insurance Ombudsman in your region. The details of the existing offices of the Insurance Ombudsman are provided below. You are requested to refer to the IRDAI website at “www.irdai.gov.in” for the updated details.

a. Details and addresses of Insurance Ombudsman

Office of the Ombudsman	Contact Details	Areas of 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	Gujarat , Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 -	Madhya Pradesh & Chhattisgarh

	2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
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	Karnataka
CHANDIGARH	Office of the	Punjab

H	Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh		- 110 002. Tel.: 011 - 23232481 / 23213504 Email: bimalokpal.delhi@ecoi.co.in	
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)	GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi	Delhi	HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry

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JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe – a part of Pondicherry	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, 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,
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700	West Bengal, Sikkim, Andaman & Nicobar Islands		

		<p>Ambedkarnagar, Sultanpur, Maharajgangar, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar</p>
		<p>MUMBAI</p> <p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.</p> <p>Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in</p>
		<p>NOIDA</p> <p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.</p> <p>Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>
		<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane</p> <p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad,</p>

		Firozbad, Gautambodh anagar, Ghaziabad, Hardoi, Shahjahanpu r, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramna gar, 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	Bihar, 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.	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

	Tel.: 020- 41312555 Email: bimalokpal.pune@ecoi.co.in	
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b. Power of Ombudsman-

- 1) The Ombudsman shall receive and consider complaints or disputes relating 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 Company ;
 - (c) disputes over Premium paid or payable in terms of insurance Policy;
 - (d) misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
 - (e) legal construction of insurance policies in so far as the dispute relates to claim;
 - (f) Policy servicing related grievances against 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
 - (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).
- 2) The Ombudsman shall act as counsellor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
- 3) The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
- 4) The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the

Insurance Ombudsman and be dealt with as if it is a complaint made under Clause (c) provided herein below.

c. Manner in which complaint is to be made -

- 1) Any person who has a grievance against the Company, 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 Company complained against or the residential address or place of residence of the complainant is located.
- 2) The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the Company 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.
- 3) No complaint to the Insurance Ombudsman shall lie unless—
 - (a) the complainant makes a written representation to the Company named in the complaint and—
 - i. either the Company had rejected the complaint; or
 - ii. the complainant had not received any reply within a period of one month after the Company received his representation; or
 - iii. the complainant is not satisfied with the reply given to him by the Company;
 - (b) The complaint is made within one year—
 - i. after the order of the Company rejecting the representation is received; or
 - ii. after receipt of decision of the Company which is not to the satisfaction of the complainant;
 - iii. after expiry of a period of one month from the date of sending the written representation to the Company if the Company fails to furnish reply to the complainant.
- 4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- 5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

Annexure I

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 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 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 only the relevant extract of the Insurance Laws (Amendment) Act, 2015. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

Annexure II

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

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 are as follows:

- 1) No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from a. the date of issuance of policy or b. the date of commencement of risk or c. the date of revival of policy or d. the date of rider to the policy, whichever is later.
- 2) On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from a. the date of issuance of policy or b. the date of commencement of risk or c. the date of revival of policy or d. the date of rider to the policy whichever is later.
For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
- 3) Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.
- 4) Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5) No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary

can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

- 6) Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 7) In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 8) Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
- 9) The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer : This is only the relevant extract of the Insurance Laws (Amendment) Act, 2015. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

Sample