# **HDFC Life Group Term Life**

OF

**«OWNERNAME»** 

Based on the Proposal and the declarations and any statement made or referred to therein, We will pay the Benefits mentioned in this Policy subject to the terms and conditions contained herein

<< Designation of the Authorised Signatory >>

# **PART A: Covering Letter with Policy Schedule**

<dd-mm-yyyy>

1

# Your HDFC Life <Policy Name> with Policy No. <Policy no.>

Dear Mr./Ms.\_\_\_\_\_

We thank you for choosing HDFC Life Insurance as your preferred life insurance solution provider..

We are pleased to enclose your Policy Bond, which carries the following details of your recently purchased HDFC Life Insurance Policy:

$\checkmark$	Policy Schedule	:	Summary of key features of your HDFC Life Insurance Policy
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- ✓ Premium Receipt : Acknowledgement of the first Premium paid by you
- ✓ Terms & Conditions : Detailed terms of your Policy contract with HDFC Life Insurance
- Service Options : Wide range of Policy servicing options that you can Benefit from

We request you to carefully go through the information given in this document. You are also advised to keep the Policy Bond with utmost care and safety because this document will be required at the time of availing Policy Benefits. In case of employer-employee relationship and the policy has been issued in the benefit of employee you are advised to communicate to the employee on the details of insurance coverage and also provide a copy of terms and conditions to employee. In the case of non-employer employee policy, certificate of insurance shall be given to the individual members.

You shall have a period of \_\_\_\_\_ days from the date of receipt of the Policy document to review the terms and conditions of this Policy and in case of disagreements with the said terms and conditions, an option to return the Policy to the Company for cancellation can be exercised, stating the reasons for 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 in addition to the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.

For any assistance, please feel free to contact our customer service team at <u>onlinequery@hdfclife.com</u> or call our toll free number 1800 266 9777. You can also get in touch with us via social media: https://www.youtube.com/user/hdfclife10 <u>http://www.linkedin.com/company/19117</u> <u>https://twitter.com/HDFClife</u> https://www.facebook.com/HDFClife

Thank you for giving us the opportunity to help you prepare for a long and happy life.

Yours sincerely,

<< Designation of the Authorised Signatory >>

Intermediary details Intermediary Name :

# A1 Free Look Provisions:

# For the Master Policyholder

The Master Policyholder shall have a period of 15 days from the date of receipt of the Master Policy document to review the terms and conditions of this Policy and if the Master Policyholder disagrees with any of the terms and conditions, he/she has the option to return the Master Policy stating the reasons for the cancellation upon which the Company shall refund the Premium 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 the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.

The Master Policyholder shall have a period of 30 days if the Policy is sourced through Direct Sales# from the date of receipt of the Master Policy document to review the terms and conditions of this Policy and if the Master Policyholder disagrees with any of the terms and conditions, he/she has the option to return the Master Policy stating the reasons for the cancellation upon which the Company shall refund the premium paid subject to deduction of proportionate risk Premium for the period of insurance cover in addition to the expenses incurred on medical examination (if any) and the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.

The Insured Member shall have a period of 15 days from the date of receipt of the Certificate of Insurance to review the terms and conditions of this Policy and if the Insured Member disagrees with any of the terms and conditions, he/she has the option to return the Certificate of Insurance stating the reasons for the cancellation upon which the Company shall refund the Premium 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 the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated at the cancellation of the Policy.

The Insured Member shall have a period of 30 days if the Policy is sourced through Direct Sales# from the date of receipt of the Certificate of Insurance to review the terms and conditions of this Policy and if the Insured Member disagrees with any of the terms and conditions, he/she has the option to return the Certificate of Insurance stating the reasons for the cancellation upon which the Company shall refund the premium 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 the stamp duty charges. All Benefits and rights under this Policy shall immediately stand terminated on the cancellation of the Policy.

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# Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person.

# A2 Policy Preamble

This Policy document evidences a legal contract between the Master Policyholder and HDFC Life Insurance Company Limited which has been concluded on the basis of the master proposal form and other documents evidencing insurability of the Insured Members.

F&U dated 15<sup>th</sup> October 2022 UIN-101N169V02

Name of Policy	HDFC Life Group Term Life			
Rider(s) if any				

Benefits under this Policy will be payable on the occurrence of the Insured Events as detailed under Part C of this Terms and Conditions and under the Certificate Of Insurance issued to the Insured Member subject to Policy being in force.

A.3 Policy Schedule

Policy Commencement date: < <dd mm="" yyyy="">&gt;</dd>				
Risk Commencement Date/ Date at inception: < <dd mm="" yyyy="">&gt;</dd>				
Risk Commencement date for new members: < <first calendar="" day="" month="" of="" the="">&gt; &lt;<date group="" joining="" of="" the="">&gt; &lt;<date intimation="" of="">&gt;</date></date></first>				
Frequency of Premium Payment: < <monthly>&gt; &lt;<quarterly>&gt; Half-Yearly&gt;&gt; &lt;<yearly>&gt;</yearly></quarterly></monthly>				
Premium Due Date:				
< <monthly:<sup>st Day of every month till xx month of 20 &gt;&gt; &lt;<quarterly:<sup>st Day of xx,yy,zz months of 20 &gt;&gt; &lt;<half-yearly:<sup>st Day of xx Month of 20 &gt;&gt; &lt;<yearly:<sup>st Day of xx Month of 20 &gt;&gt;</yearly:<sup></half-yearly:<sup></quarterly:<sup></monthly:<sup>				
Cover Cessation Date: < <dd mm="" yyyy="">&gt;</dd>				
Policy Renewal Date: < <dd mm="" yyyy="">&gt;</dd>				
Grace Period Expiry Date: < <dd mm="" yyyy="">&gt;</dd>				
<< >> Years last birthday				
e / Coverage schedule				
< <not applicable="">&gt;</not>				
< <suicide applicable="" exclusion:="">&gt; &lt;<suicide applicable="" exclusion:="" not="">&gt;</suicide></suicide>				

# A.4. Coverage Summary

Basis of Sum Assured		
Basis of Rider(s) Sum Assured		
F&U dated 15 <sup>th</sup> October 2022	UIN-101N169V02	Page   <b>4</b>

Age Eligibility for Members	Minimum at Entry: Years as on last Birthday Maximum at Entry: Years as on last Birthday Maximum Maturity Age: <sup>th</sup> Birthday
Number of Lives	For Employer – Employee For Non Employer – Employee
Free Cover Limit (Base Plan)	
Free Cover Limit (Riders)	
Premium Rate (Base Plan)	
Premium Rate (Riders)	
Premium Amount (Base Plan)	
Premium Amount (Riders)	
Service Tax Amount (Base Plan)	
Service Tax Amount (Riders)	
Applicable Cess	
Total Amount	

#### **PART B** Important Terms and Definitions

# **B1** 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: An accident is a sudden, unforeseen and involuntary event caused by external and visible and violent means.
- 2. Accidental death: covers death, which results directly from Accident and occurs within 90 days of the date of Accident.
- 3. Active Service shall mean employees employed with the Policyholder on a full time permanent basis and who are actively working on a day which is one of the Policyholder's scheduled work days and are performing in the customary manner all the regular duties of his employment with the Policyholder on a full-time basis that day either at one of the Policyholder's business establishments, or at some location to which the Policyholder's business requires him to travel. An employee will be considered in Active Service on a day, which is not one of the Policyholder's scheduled workdays only if he was performing in the customary manner all of the regular duties of his employeer to n the preceding scheduled workday. This is only applicable for an Employer-Employee relationship.
- 4. **Active Member** is an individual who is a member of the organization who is active and participates in its day-to-day activities. The active member must hold some sort of basic position, qualification, etc. as defined by the organization under its eligibility criteria and should have meet all the obligations and conditions required to be an active member. He should be active at work on the Risk commencement date. This is only applicable for an Employer-Employee relationship.
- 5. Active Service Certificate is the certificate issued pursuant to Part F.3.3 of this Policy. This is only applicable for an Employer-Employee relationship.
- 6. Active Member Declaration shall mean a statement provided by an Active Member he/she is active and performing his/her daily activities and all his/her obligations as usual on the Risk Commencement date. In the event if the member is suffering from any illness, injury or in case of maternity the Risk cover shall not commence until the member has recovered and is capable of performing his/her regular duties on a full time basis and also subject to signing a health declaration which is to be countersigned by the organization.

This is applicable for an Employer-Employee relationship as well as an Affinity group.

- 7. Actively at Work means if on the Risk Commencement Date, the member is performing in the usual way, all of the regular duties of his/her job on a full time basis. If the member is absent on the date the coverage commences, due to illness, injury or maternity the coverage shall not commence until the date of his/her joining to duties and performing in the usual way all of the regular duties of his/her job on a full time basis and subject to signing a health declaration which is to be countersigned by the employer. This is only applicable for an Employer-Employee relationship.
- 8. **Additional Sum Assured** shall have the meaning assigned to it under Section C.1.4 and shall be the amount specified in the Coverage Schedule against the name of an Insured Member as the additional sum assured payable to such an Insured Member.
- 9. **Affinity Group** means a group consisting of persons who assemble together with a commonality of purpose or engaging in a common economic activity.

In Insurance parlance Affinity Group can be divided into as follows

- a) Non-employer-employee groups like employee welfare associations, customers of a bank, professional associations or societies may also be treated as affinity groups provided the president/ secretary/ manager/ group organizer in his capacity as organizer of the group has an authority from majority of the members of the group to arrange insurance on their behalf.
- b) Lender Borrower relationship between a financial institution and its members.
- 10. **Age** shall be Age last birthday of Life Assured at entry i.e. the Age in completed years and is stated in the Policy Schedule.
- 11. **Annual Renewal Date** shall mean the anniversary date of the Policy, however for the Affinity Group under Lender-Borrower relationship the coverage would cease on completion of one year from the respective Risk Commencement Date of the Insured member.
- 12. **Authorization** for the purpose of this Policy means authorization given by the Insured Member to the company, allowing the company to make claim payments in favour of Master Policyholder to the extent of outstanding loan balance. This is only applicable for a lender-borrower scheme.
- 13. **Basic Policy** means and includes this document, Coverage Schedule, the signed Proposal Form, the Policy Schedule and any attached endorsements or supplements together with all addendums.
- 14. **Beneficiary** shall mean the person(s) or the entity who is eligible to receive money on behalf of the Insured Member in case of any event.
- 15. **Benefits** means the Benefit as mentioned in Part C of this Policy Document.
- 16. **Benefit Expiry Age** means the Age in Years last birthday as mentioned in the Policy Schedule.
- 17. **Certificate of Insurance** in respect of an Insured Member, means the Certificate of Insurance issued by the Company under this Policy as per the IRDAI notification issued on Group Products under the (Non- Linked Insurance Products) Regulation, 2013, or on such terms as modified by the Regulator from time to time. The Certificate of Insurance shall be attached to and form part of this Policy. In the event of any inconsistency or contradiction between the Policy and the Certificate of Insurance, the terms and conditions contained in the Policy will prevail. This is applicable to an affinity group. In the case of an Employer-Employee relationship, the Insured Member can refer to the Terms and Conditions document provided to the Human Resources department of the Employer.
- 18. **Company** means HDFC Life Insurance Company Limited.
- 19. **Coverage Schedule** shall mean Coverage Schedule appended to this Policy giving the details of the Insured Members covered under this Policy. <u>In the case of an Employer-Employee relationship, the Insured Member can refer to the Coverage Schedule document provided to the Employer.</u>
- 20. Cover Cessation Date is as stated in the Policy schedule.
- 21. **Cover Expiry Date** means the period specified as such in the Schedule of the Insured Members and / or the Certificate of Insurance.
- 22. Date of Lapse shall have the meaning assigned to it under section Part F.11 of this Policy.
- 23. **Eligibility Criteria** shall mean the criteria required to be satisfied by an Eligible member as specified under Part F.3 of this Policy.
- 24. **Eligible Member** shall mean a person on whose behalf the Policy Holder has made an Application the Company for grant of an Insurance Cover.

- 25. **Enabling Clause** means the Insured Members authorizing the Company to make the claim payments to the Master Policyholder to the extent of the Outstanding Loan Balance, in consideration of having received a loan, or an existing outstanding loan, on the occurrence of the specified event. This is only applicable in a lender-borrower scheme.
- 26. **Event** shall mean anything that triggers the Benefit payment within purview of this Policy.
- 27. Free Cover Limit (FCL) shall mean the amount of insurance or Sum Assured, which the company shall provide to a member without any medical underwriting.
- 28. **Frequency of Premium Payment** shall mean annual, half yearly, quarterly or monthly payment of Premium as stated in the Frequency of Payment in the Schedule.
- 29. **Injury** means the 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 Registered Independent Medical Practitioner.
- 30. **Insurance Cover** means the arrangement in terms of this Policy, under which the Company undertakes to pay Sum Assured to the nominee/beneficiary of the Insured Member for the Employer Employee Groups and Non Employer Groups. However for Affinity Groups where there is a lender borrower relationship the outstanding loan amount on Death of the Insured Member will be payable to the Master Policyholder, as per the Credit Account Statement provided by the Master Policyholder on the happening of specified event in this Policy. In case the Sum Assured is in excess of the outstanding loan balance amount, if any, as per the Credit Account Statement provided by the Master Policyholder, would be paid to the nominee of the loan borrowing Insured Member.
- 31. **Insured Member** means an Eligible Member on whose life the Insurance Cover is effected in terms of this Policy by issue of a Certificate of Insurance and whose name appears as such in the Coverage Schedule and/or the Certificate of Insurance. In the case of an Employer-Employee relationship, the Insured Member is an Eligible Member on whose life the Insurance Cover is provided as per the Master Policyholder.
- 32. **Member Anniversary Date** shall mean the date corresponding numerically with the Risk Commencement Date of Insured Member in each subsequent Policy Year.
- 33. **Policyholder / Master Policyholder** is the trustee or employer or sponsor as mentioned in the proposal form who is also the group administrator and specified as such in the Policy Schedule.
- 34. **Policy Commencement Date** means the Date, Month, and Year the Policy comes into effect as is specified as such in the Policy Schedule.
- 35. **Policy Year** shall mean a period of twelve (12) consecutive months starting with the Policy Commencement Date/Annual Renewal Date and ending with the day before the next Annual Renewal Date. For Affinity group where there is a lender borrower relationship this would mean a period of one year from the respective risk commencement date of the Insured member
- 36. **Policy Schedule** means the Policy schedule issued by the Company that sets out the details of this Policy and is attached to and forming part of this Policy.
- 37. **Policy** shall have the meaning as assigned to it in Part F.1.
- 38. **Premium** means the contractual amount payable by the Policyholder for grant of Insurance Cover in respect of an Insured Member as set out in the Policy Schedule to secure the Benefits under this Policy. Applicable service tax, cess and other levies if any are payable in addition.
- 39. **Premium Due Date** shall mean the date on which Premium shall be due in accordance with the Frequency of Premium Payment in the Schedule.

- 40. **Registered Independent Medical Practitioner:** An Registered Independent Medical practitioner is 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.
- 41. **Regulations** mean the laws and Regulations in effect from time to time and applicable to this Policy, including without limitation the Regulations and directions issued by the Regulatory Authority 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.
- 42. **Regulatory Authority** means the Insurance Regulatory and Development Authority of India (IRDAI) or such other authority (ies) as may be designated under the applicable laws and Regulations.
- 43. **Risk Commencement Date/ Date at inception** in respect of an Insured Member, means the date from which the insurance coverage under this Policy commences and as specified in the Policy Schedule of the Insured Member and/or the Certificate of Insurance.
- 44. **Rider or the Rider Policy** means the Rider/s, if any, which provides additional cover issued by the Company, attached to and forming part of this Policy
- 45. **Rider Benefits** means the amount of Benefit payable on a specified event offered under the Rider and is allowed as add-on Benefit to the main Benefit and is mentioned in the Rider Policy.
- 46. **Sum Assured** means the amount which is guaranteed to be payable by the Company to the beneficiary, on occurrence of the insured event, in accordance with the terms and conditions of the Policy.
- 47. **Surrender** means complete withdrawal/termination of the entire Policy by the Insured Member in accordance with the terms of the Surrender.
- 48. **Surrender Value** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of the Policy. The Surrender Value for this Policy is defined in Part D of this document.
- 49. "We", "Us", "Our" and "Company" refers to HDFC Life Insurance Company Limited;
- 50. "You" and "Your" refers to the Insured Member / Policyholder.

## PART C PRODUCT CORE BENEFITS

# **BENEFITS PAYABLE UNDER THIS POLICY:**

**C.1.**Subject to the terms and conditions of this Policy, in the event of death of the Insured Member during the term of the Insurance Cover, the Sum Assured shall become payable as defined hereunder:

**C.1.1** In case a Policy is issued under an Employer Employee group insurance If an Insured Member dies during the Policy Year the amount specified in the Coverage Schedule as Sum Assured for such Insured Member shall become payable to the Beneficiary of the Insured Member.

**C.1.2** In the case of Affinity Group where there is a lender-borrower relationship, and as per the authorization provided by the Insured Members to the Company, the claim proceeds to the extent of the outstanding loan would be paid to the Master Policyholder in consideration of the loan availed by the Insured Member from the Master Policy Holder. Any amount remaining after the claim settlement to the Master Policy Holder shall be paid by the Company to the nominee of the Insured Member.

**C.1.4.** If Accidental Death of an Insured Member occurs during the Policy Year the amount specified in the Coverage Schedule as the Additional Sum Assured (if opted by the Policyholder), for such Insured Member shall become payable to the Beneficiary of the Insured Member. However, the maximum Benefit payable by the Company on Accidental Death of an Insured Member under all policies put together issued by the Company, shall, at all times, be limited to a total of Rs.10,000,000/- (Rupees 1 crore only).

# C.2 Beneficiaries

**C.2.1** Each Insured Member shall, using the forms provided by the Policy Holder, designate a nominee or nominees to whom the Benefits under this Policy shall be payable in the event of death and such designation shall be filed with the Policyholder.

**C.2.2** If at the death of the Insured Member there be no designated nominee or nominees filed with the Policyholder, or if such nominee or nominees predecease such Insured Member, the Benefits shall be payable to the legal heir of the Insured Member.

**C.2.3** During the Insured Member's lifetime, he shall be entitled to change the nominee by written notice to the Policyholder. Such change shall take effect on receipt of such notice by the Policyholder.

**C.2.4** In the case of Affinity group where there is a lender-borrower relationship, and as per the authorization provided by the Insured Members to the Company, the beneficiary would be the Master Policyholder to the extent of the outstanding loan amount of the Insured Member. Any amount remaining after the claim settlement to the Master Policy Holder shall be paid by the Company to the nominee of the Insured Member.

# C.3. Mode of payment of Benefits

**C.3.1.** 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 permissible modes.

**C.3.2.** Apart from the Benefits mentioned hereinabove in part C, the Company shall not be liable to pay any other Benefits.

# D.1. Surrender Value

There is no Surrender Value payable under this Policy.

F&U dated 15<sup>th</sup> October 2022 UIN-101N169V02

# 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-participating and non-linked group life insurance Policy.

F&U dated 15<sup>th</sup> October 2022

# F.1. Basic Policy Contract

**F.1.1** This group term life insurance Policy contract is entered into by the Company with Policy Holder identified in the Schedule to this Policy and the Policy Holder shall hold this Policy contract and all Benefits payable hereunder upon trust for the Benefit of the Insured Members in accordance with this Policy and as per the details in Coverage Schedule hereto. This Policy witnesses a contract between the Policy Holder and the Company.

**F.1.2** This Policy is issued pursuant to a Proposal made to the Company by the Policy Holder which is supported by an application for cover, completed and signed by the Policy Holder on behalf of the persons for whose Benefits the Policy is affected.

**F.1.3** The cover for each Insured Member under this Policy shall come into effect on the Risk Commencement Date as identified in Policy Schedule or certificate of insurance in case of Affinity group where there is lender borrower relationship upon due receipt by the Company of all Premiums payable by the Policy Holder.

**F.1.4** A discharge or receipt issued by the Beneficiary or its duly authorized representative shall be a good, valid and sufficient discharge of the Company's liability in respect of payment of the Benefits.

**F.1.5** This Policy shall mean this entire agreement consisting of Terms and Conditions applicable to Basic Policy, and Riders, if any, attached to the Basic Policy, Conditions to be satisfied to become an Insured Member, the Riders attached to the Policy, the Schedule, Coverage Schedule, any supplementary contracts or endorsements, any amendments signed by the Company, the Proposal of the Policyholder, the Application for Cover of the Insured Members, which together with any other information, statements by Policy Holder or Insured Members shall constitute the entire contract between the parties.

# F.2. Fraud and Misstatement

In issuing this Policy and Certificates of Insurance hereunder, the Company has relied on the accuracy and completeness of information provided by the Master Policyholder and the Insured Member in the master proposal form and/or Membership Form and any other declarations or statements made or as may be made hereafter by the Master Policyholder or the Insured Member.

Fraud or Misstatement would be dealt in accordance with 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 B for reference]

If the age or date of birth or other relevant facts relating to an Insured Member is found to have been misstated and if such misstatement affects the extent of Benefits or has anything to do with the terms and conditions of this Policy, then, at the option of the Company, the true age and facts shall be used in determining whether the Insurance Cover continues to be in force under the terms of this Policy, and an equitable adjustment of the Premiums and/or the Insurance Cover/Benefits may be made to account for such true age and facts. In the event of the Company not agreeable to the continuance of the Insurance Cover as above, the entire Insurance Cover in respect of such Insured Member shall be void from the Risk Commencement Date and the Premiums paid in respect of the Insured Member shall be returned subject to the deduction of expenses incurred on medical examination (if any) and the stamp duty charges.

# F.3. Eligibility Criteria

**F.3.1** Only a person who satisfies the below mentioned Eligibility Criteria and is aged less than the Benefit Expiry Age ("an Eligible Member") can be covered under this Policy for the Benefits described under this Policy as per Coverage Schedule.

**F.3.2** An Application for Cover shall be made in writing by the Policy Holder on behalf of the Eligible Member within thirty (30) days from the date on which Eligible Member satisfies the Eligibility Criteria and application for cover failing which the Policy Holder shall furnish, at his own expense, evidence of his insurability which is satisfactory to the Company.

**F.3.3.1** The application for cover must provide the true and correct information in respect of an Eligible Member which is required by the Company.

F&U dated 15<sup>th</sup> October 2022

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**F.3.3.2** The application for cover and details of member information shall be in a Performa provided by the Policy Holder and acceptable to the Company and shall state that the Eligible Member is 'at Active Service' or 'an Active Member' as on:

- a. The Risk Commencement Date (or, if not a normal business day, the last normal business day before the Risk Commencement Date); and
- b. The day he or she first satisfies the Eligibility Criteria

**F.3.3** The application shall be accompanied by a confirmation by the Policy Holder that such person is 'at Active Service' or 'an Active Member' by an "Active Service Certificate" or "Active Member Declaration" issued by the Policy Holder.

**F.3.4** Upon acceptance by the Company of the application for cover of the Eligible Member, such Eligible Member shall become an Insured Member in accordance with the terms of this Policy and as per Coverage Schedule amended by the Company from time to time.

**F.3.5** When considering an application for cover, the Company may request medical and other information of the Eligible Member. Until the Company accepts the application no cover shall apply. If the Company accepts an application, the Company will intimate the Policy Holder of its acceptance.

**F.3.6** Member shall be Actively at Work for Employer – Employee group. An Active Member Declaration is also required for both Employer – Employee group and Affinity Group.

#### F.4. Application for grant of Insurance Cover

**F.4.1** In the application for grant of Insurance Cover in respect of an Eligible Member, the Policyholder is required to provide the true and correct information in respect of such Eligible Member, as is required by the Company from time to time. The application for grant of Insurance Cover and the information required to be furnished as above shall be in such performa as may be prescribed by or acceptable to the Company and the application shall state specifically that the Eligible Member has availed of the Loan Facility as of the date of application as above, in the case of a Affinity Group where there is a lender-borrower relationship.

**F.4.2** When considering such an application from the Policyholder, the Company may require the Policyholder to furnish a health declaration duly signed by the Eligible Member. Notwithstanding the aforesaid requirement, the Company may, at its discretion, require medical and/or other additional information in respect of the Eligible Member.

**F.4.3** Notwithstanding anything to the contrary contained in this Policy, the Insurance Cover in respect of an Eligible Member shall commence only upon acceptance of the Insurance Cover in respect of an Eligible Member by the Company by way of written communication of such acceptance to the Policyholder and issue of a Certificate of Insurance in respect of such Eligible Member.

# F.5. Insured Members

**F.5.1** An Eligible Member who satisfies the Eligibility Criteria in Section 4 above shall be covered under this Policy as an Insured Member and such Insured Member shall be eligible for cover under this Policy from the Risk Commencement Date as specified in the Policy Schedule.

**F.5.2** Insured Members whose membership has been terminated and who re-apply for membership shall be considered as new Insured Members upon acceptance by the Company. The Company reserves the right to request and review evidence of health for any Eligible Member electing to apply for cover. The extent and terms of the cover will be determined by the Company, based on the medical evidence required.

**F.5.3** An Insured Member must continue to satisfy the Eligibility Criteria to retain his/her membership failing which he/she shall no longer be an Insured Member covered under this Policy.

**F.5.4** An Insured Member who ceases to be in 'at Active Service' or 'an Active Member' shall cease to be an Insured Member

**F.5.6** In case of any person who becomes an Eligible Member during the Policy year, the cover shall commence from the date the Company communicates the acceptance of cover on the Eligible Member's life, after the Company has received the "Active Service Certificate" or "Active Member Declaration" and Premium in respect of such member.

# F.6. Obligations of the Policyholder

**F.6.1**. It shall be the responsibility of the Policyholder to ensure that it does not collect by way of Premium from the Insured Member, any amount higher than the amount charged by or paid to the Company under this Policy. The Policyholder shall indemnify and keep the Company indemnified from and against any claims, suits, damages etc., arising on account of a breach by the Policyholder of this clause.

**F.6.2.** The Policyholder shall provide the Company with such information, data and evidence as the Company considers necessary and in such form as the Company requests. All documents furnished to the Policyholder by any Eligible Member/Insured Member in connection with this Policy, and other records as may have a bearing on the Insurance Cover under this Policy, shall be open for inspection by the Company at all reasonable times.

**F.6.3.** The Policyholder shall maintain a record with respect to each Insured Member under this Policy and shall maintain the list of nominees for all Insured Member.

**F.6.4.** In the event of any change in the name or other particulars of an Insured Member during the currency of the Insurance Cover in respect of such Insured Member, the Policyholder shall inform the Company of such change within 30 days of being informed of the same by the said Insured Member or on the Policyholder becoming aware of the same, whichever is earlier.

**F.6.5**. In the event of an Insured Member ceasing to remain eligible for the Insurance Cover or on the occurrence of any event leading to cessation of the Insurance Cover in terms of this Policy, the Policyholder shall inform the Company in writing of that event, within 30 days of that event, whereupon the Insurance Cover in respect of such person shall cease with effect from the date of such event and the Company shall cease to be liable for payment of any Benefits under this Policy. It is hereby clarified that the Company shall not be liable to pay any Benefits under this Policy in any case where the Insurance Cover has ceased in respect of any Insured Member in terms of this Policy, irrespective of whether the intimation as above has been received by the Company or not.

**F.6.6** In the event of any person becoming an Eligible Member after the Effective Date, the Policy Holder must inform the Company within 30 days of that event.

**F.6.7** If in respect of an Insured Member any information, data or evidence given to the Company proves to be incorrect, the particular Benefit in respect of such Insured Member shall be rendered voidable, at the instance of the Company, provided always that nothing shall be construed as amounting to waiver of a right of the Company unless specifically stated in writing.

**F.6.8**. It shall be the responsibility of the Policyholder to ensure that the personal and other information provided to the Company in respect of an Eligible Member/Insured Member is accurate. The Policyholder shall indemnify and keep indemnified the Company against any and all losses, costs, expenses, actions, proceedings suffered by the Company as a result of the Policyholder's failure to observe or fulfill its obligations.

**F.6.9.** The Company shall with prior written intimation audit the accuracy of the Members Data, Information pertaining to the Insured Member and the Credit Account Statements of the Insured Members for the Affinity Groups where there is a lender – borrower relationship in respect of which claims were settled: including but not limited to, on the completion of every financial year.

**F.6.10**. The Company shall not be liable for any loss of Benefit resulting from errors in or omissions from any information, data or evidence given to the Company.

**F.6.11** The Company shall not be under any obligation to admit a Claim arising out of the death of an Insured Member under this Policy unless it receives the information from the Policy Holder about the death of the Insured Member within 30 days of the occurrence of that event and unless the Claim is in the prescribed form accompanied by all the relevant documents and any additional information required by the Company and the same is received at the Registered Office of the Company within 180 days from the date of death. The Company will only accept a death certificate issued by a person duly authorized to issue a death certificate.

**F.6.12** All the documents should be provided within 180 days from the date of intimation of death, failing to which claims will be treated as void and no Benefits will be payable.

**F.6.13** Delay in intimation of claim or submission of documents for the reasons beyond the control of the Claimant may be condoned by the Company.

# F.7. Commencement of Insurance

**F.7.1** Subject to the terms of this Policy, the Insurance Cover in respect of any Insured Member under this Policy shall commence on the Risk Commencement Date corresponding to such Insured Member only upon due receipt by the Company of the Premium payable by the Policyholder under the Policy in respect of such Insured Member.

**F.7.2** In the case of lender-borrower schemes: Further that the Insured Members have provided their authorization to the Company to make claim payments to the Master Policyholder to the extent of the Outstanding Loan Balance, in consideration of having received a loan, or an existing outstanding loan, on the occurrence of the specified event.

# F.8. Cover Cessation

In addition to the events described elsewhere in this Policy, the Insurance Cover in respect of any Insured Member under this Policy shall automatically cease on the earliest of the following dates unless and otherwise Member has opted for a Continuation Option:

The date of death of the Insured Member;

The date on which this Policy or the coverage for the Insured Members are terminated;

The date of the expiration of the period for which the last Premium payment is made on account of the Insured Member's insurance;

The date on which Insured Member ceases to be a member of the group as defined in the Policy Schedule; The date of expiry of the Grace Period for the payment of the Premium due;

The date communicated to the Policyholder by the Company as the date the Policy ceases on account of war, or an act of war, such date being determined at the discretion of the Company.

# F.9. Payment of Premium and Grace Period

**F.9.1** Premiums are payable to the company on the due dates as specified in the Policy Schedule.

**F.9.2** The total Premium due under this Policy on the Risk Commencement Date or on the subsequent Annual Renewal Date shall be calculated according to;

(i) the total number of Insured Members as on the Risk Commencement Date or relevant Annual Renewal Date as the case may be; and

(ii) the Premiums payable under the Policy in respect of the Insured Member/s.

**F.9.3** Provided that if any person is admitted as an Insured Member under this Policy after the Risk Commencement Date other than the Annual Renewal Date, a proportionate Premium shall become payable to cover for the period from the Risk Commencement Date to the next Annual Renewal Date. In case of Non Employer Employee Group Insurance Scheme the Premium shall be payable for a period of one year from the Risk Commencement Date. In case of Affinity group where there is a lender borrower relationship the Premium shall be payable for a period of one year from the Risk Commencement Date of the Member.

**F.9.4** A Grace Period of fifteen (15) days (for Monthly mode) and thirty (30) days (for Quarterly and Half-Yearly modes) of Premium payment, from the Premium payment due date will be allowed for payments of each Premium. There is no grace period in respect of Annual mode.

**F.9.5** If death of an Insured Member occurs during the Grace Period, the death claim shall become payable subject to the receipt of the due and unpaid Premium or renewal Premium for the entire group from the Policyholder.

**F.9.6** If the Premium is not paid within the Grace Period, the Policy shall lapse and have no further value.

**F.9.7** All Premiums are subject to applicable taxes including service tax which shall be to the account of the Policyholder and shall be recovered following the prescribed procedure.

**F.9.8** The Company is not under any obligation to see whether the Policyholder has recovered the Premium, in whole or in part, from the Insured Member. Further, the Company is not under any obligation to see application or use of the Benefits paid under this Policy.

# F.10. Renewal Privilege and Payment of Premium

**F.10.1** This Policy is issued for a term of one year from the Policy Commencement Date. In case of an Affinity Group where there is lender borrower relationship the insurance cover shall be applicable for a period of one year from the respective Risk Commencement Date of the Insured Member. The Policy shall be renewed on their respective Annual Renewal Date provided that the Company receives the renewal Premium in advance as intimated by the Company and the Company communicates its renewal of the Policy in writing.

**F.10.2** The Company has the right to discontinue the Policy effective the Annual Renewal Date by giving 30 days prior notice in writing to the Policy Holder.

**F.10.3** The Company has the right to vary this Policy effective the Annual Renewal Date, by giving 30 days prior notice in writing to the Policy Holder

**F.10.4** The Premium payable shall be payable by the Policy Holder to the Company in advance prior to the Annual Renewal Date. 30 days before the Annual Renewal Date, the Company shall advise the Policy Holder of the Premium due. In order to renew the Policy, the Policy Holder shall make payment of the Premium due on the Annual Renewal Date or if specifically permitted by the Company within 30 days from the Annual Renewal Date on such terms and conditions acceptable to the Company. The Company may at its discretion further permit the

Policy Holder to remit the Premium due after 30 days of the Annual Renewal Date upon payment by the Policy Holder of interest at a rate determined by the Company from time to time for a period not exceeding 60 days.

# F.11. Lapse

If the Policy Holder fails to make payment of the Premium due within the Grace Period, this Policy shall lapse. The Date of Lapse shall be the due date of the earliest unpaid Premium (the "Date of Lapse"). If the Premium is not paid within the Grace Period, the Policy shall lapse and no Benefits shall be payable.

## F.12 Claims

#### F.12.1

In the event of death claim under this Policy the Company must receive a written notice of death claim within 30 days of death of the Insured Member with the following documents:

In case of Death Claim, except death claims arising out of accidents or unnatural death

- (a) Claim Form
- (b) Death Certificate Original from competent authority
- (c) Hospitalization documents (Discharge summary, all investigation reports) if Life assured has taken treatment for illness leading to death
- (d) Certificate of Insurance in case of Non-employee employer groups
- (e) Bank account details and know-your-customer (KYC) documents of the nominee, in the case of Non Employer-Employee groups.
- (f) In case of an Affinity Group where there is a lender-borrower relationship an updated Credit Account Statement of the Insured Member

**F.12.2** In case of unnatural deaths including accidents, in addition to the above, the following:

- (a) Copies of FIR (First Information report, Final Investigation report) duly attested by police officials
- (b) Copy of post-mortem report duly attested by police officials

**F.12.3** Notwithstanding anything contained in above, depending upon the cause or nature of the claim, the Company reserves the right to call for other and / or additional documents or information to the satisfaction of the Company, for processing the claim.

**F.12.4** The claim is required to be intimated to the Company within a period of 180 days from the date of death, 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.13. Modification

No change in this Policy shall be valid unless approved by the Company and evidenced by the endorsement hereon, or by amendment hereto signed by the duly authorized official of the Company.

#### F.14. Premium

**F.14.1** The Company shall inform the Policy Holder of the amount to be paid by the Policy Holder to the Company as Premium under this Policy (the "Premium"), the date on which the Premium is to be paid (the "Premium Due Date") and the frequency of payment of Premium (the "Frequency of Premium Payment"). The Premium, the Premium Due Date and the Frequency of Premium Payment shall be as reflected in the Policy Schedule.

**F.14.2** In consideration of the Policy Holder making payment to the Company of the Premium, the Company shall pay to the Policy Holder for the Benefit of the Insured Member entitled thereto, the Benefits described in this Policy, subject only to the terms of the Policy,

**F.14.3** Notwithstanding the date of the proposal and the date on which this Policy is signed viz. the Policy Commencement Date as shown in the Policy Schedule, coverage and Benefits under this Policy as regards Insured Members shall commence only on the Risk Commencement Date as shown in Policy Schedule,

**F.14.4** The first installment of Premium payable under this Policy shall be payable by the Policy Holder to the Company prior to the Policy Commencement Date. The Policy Holder shall make payment of the Premium due on each Premium Due Date in accordance with the Frequency of Payment of Premium or within the Grace Period on F&U dated  $15^{\text{th}}$  October 2022 UIN-101N169V02 P a g e | **17** 

such terms and conditions acceptable to the Company. If the Premiums due are not paid within the Grace Period, the Policy lapses. The Date of Lapse shall be the due date of the earliest unpaid Premium. The Company shall immediately thereon, cease to be liable to pay any Benefits under such lapsed Policy,

**F.14.5** The Policy Holder shall:

- (a) Pay to the Company the Premium in advance.
- (b) Be entitled to a partial refund of Premium, if applicable, as determined by the Company, which will be given if an Insured Member ceases to be an Eligible Member during the Policy Year.

**F.14.6** If death occurs during the Grace Period, the death claim shall become payable subject to the receipt of the due and unpaid Premium or renewal Premium for the entire group from the Policyholder.

## F.15. Premium Rates

The Company reserves the right to revise the Premium Rate(s) with the prior approval of the IRDAI, in which case the revision shall take effect after expiry of a period of not less than 30 days from the date of receipt of a written notice from the Company in this regard, to the Policyholder. The revised Premium rates will be applicable to Eligible Members in respect of whom Insurance Cover is to be granted by the Company after the effective date of such revision.

#### F.16. Taxes, Duties and Levies, and Disclosure of Information

This Policy, and the Benefits and the surrender value payable under this Policy shall be subject to the Regulations, including taxation laws in effect from time to time. All taxes, duties or levies, (collectively the "Taxes") applicable on the Premiums, Charges and Benefits payable under this Policy shall be borne and paid by the Policyholder or the Eligible Person, as the case may be or deducted by the Company from the Premium received or Benefits payable. This Policy and the Benefits under this shall be subject to the applicable laws and Regulations, including taxation laws, in effect from time to time. The persons receiving the Benefits shall be solely liable for complying with all the applicable provisions of the Regulations, including taxation laws, and payment of all applicable Taxes. Except as otherwise required by law, the Company shall not be responsible for any Tax liability arising in relation to this Policy or the Benefits payable in terms of this Policy. In any case where the Company is obliged to account to the revenue authorities for any Taxes applicable to this Policy or the Benefits payable under this Policy, and deposit the amount so deducted with the appropriate governmental or regulatory authorities. In any case where the Company is obliged to disclose to the revenue or other regulatory authorities any information concerning the Policy, including information to the appropriate governmental or regulatory authorities any information concerning the Insured Members, Premium and the Benefits under this Policy, the Company shall be entitled to disclose the required information to the appropriate governmental or regulatory authorities.

# F.17. Assignment

No part of the Benefits available under this Policy shall be subject to assignment.

#### F.18. Nomination

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time. This is a Group Insurance Policy and the Insured Member shall appoint the nominee, therefore reference to Policyholder in the Annexure C to be read as Insured Member. MWP Act shall not be applicable to this Policy.

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

# F.19. 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 the IRDAI.

## F.20. Release and discharge

The Policy will terminate automatically on payment of Benefit, if any or on the happening of the events that the Policy states specifically that the Policy shall terminate, as the case may be, and the Company will be relieved and discharged from all obligations under this Policy thereafter.

# F.21. 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.

# F.22. Entire Contract

This Master Policy comprising of the terms and conditions set forth herein, the Policy Schedule, Coverage Schedule, Certificate of Insurance, supplementary contracts or Endorsements, if any, made on or applicable to this Policy, any amendments signed by the Company, the Proposal of the Policyholder and the application for grant of Insurance Cover in respect of Eligible Members, 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.

In the event of any inconsistency between the terms and conditions set forth in this Policy document and the terms and conditions set forth in any of the schedules or documents attached to this Policy, the terms and conditions set forth in this Policy shall prevail.

# F.23. Risk Factors

HDFC Life Group Term Life is a non-linked, non-participating Group Life Insurance Policy. HDFC Life Insurance Company Limited is only the name of the Insurance Company and HDFC Life Group Term Life is the name of the product does not in any way indicate the quality of the product, its future prospects or returns.

# F.24. 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. No action in law or equity shall be brought against the Company to enforce any claim under this Policy, unless the Policyholder has filed with the Company a claim together with all the required documents, in accordance with the requirements of this Policy and complied with the requirements of the Company.

# F.25. Exclusions

# (i) SUICIDE

# F.25.1 Employer-Employee Group – Cover as provided by the Employer

The suicide clause will not be applicable to 'Employer-Employee' group. Thus in case of death due to suicide within one year from the Risk Commencement Date or the Annual Renewal Date as the case may be, full death Benefit would be payable.

# F.25.2 Non-Employer-Employee Groups

In the event of death of the Insured Member during the first year of membership due to suicide, the Benefit amount under the Policy is limited to 80% of the Premium paid with respect to that member excluding service tax. No Benefits shall be paid and the Premium paid for such Insured Member shall be forfeited to the Company.

# (ii) Exclusions, if opted for Accidental Death Benefit

If there is an optional accidental death cover then the following exclusions are applicable on the accidental cover: Where the death is caused by an accident occurring directly or indirectly as a result of:

- (a) Any disease or infection
- (b) Intentional self-inflicted injury, suicide or attempted suicide, while sane or insane
- (c) Life assured being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a qualified and registered medical practitioner
- (d) War (Declared or undeclared), invasion, civil commotion, riots, revolution or any war-like operations
- (e) Participation by the life assured in any flying activity, except as a bona fide passenger in a commercially licensed aircraft
- (f) Participation by the life assured in a criminal or unlawful act
- (g) Any injury incurred before the Risk Commencement Date
- (h) Participation in hazardous sports, hobbies or pastimes including (but not limited to) racing, parachuting, mountaineering etc.
- (i) Atomic energy explosion or radiation of any kind

No Benefits shall be paid and the Premium paid for such Insured Member shall be forfeited to the Company.

## F.26. Issuance of Duplicate Policy / Certificate of Insurance

In the event if the Insured Member loses/misplaces /destroys the original Certificate of Insurance, the Insured Member shall immediately inform the Company; the Company after obtaining satisfactory evidence shall issue a duplicate policy / Certificate of Insurance by collecting necessary charges up to a maximum of Rs.250 and on such conditions as decided by the Company on completing procedural compliances.

## F.27. Participation in Surplus

This is a non-participating Policy and therefore, no bonuses will accrue under this Policy.

#### F.28. Riders

The company proposes to develop Riders in the future. Such riders, as approved by the regulator, may be attached to the product.

The Insured Member may elect to add such Riders as are offered by the Company and the terms and conditions of such Riders shall be in addition to the terms stipulated in this Policy

## F.29. Certificate of Insurance

The Company shall issue the Certificate of Insurance as per the IRDAI notification issued on Group Products under the (Non-Linked Insurance Products) Regulation, 2013, or on such terms as modified by the Regulator from time to time.

In the event of any inconsistency or contradiction between the Policy and the Certificate of Insurance, the terms and conditions contained in the Policy will prevail. This is applicable to an affinity group.

In the case of an Employer-Employee relationship, the Insured Member can refer to the Terms and Conditions document provided to the Human Resources department of the Employer.

# PART G

Grievance Redressal Mechanism, List of Ombudsmen and Other Annexures

# **G.1 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

- (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	Resp onse Time	Email ID	Address
1st Level	Sr. Manager OR Associate Vice President – Customer Relations	10 working days	escalation1@hdfclife.	11 <sup>th</sup> Floor, Lodha Excelus, Apollo Mills Compound, N.M.
2nd Level (for response not received from Level 1)	Vice President OR Sr. Vice President – Customer Relations	7 working days	escalation2@hdfclife. in	Compound, N M Joshi Marg , Mahalakshmi, Mumbai 400011

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@irdai.gov.in
- Online- You can register your complaint online at http://www.igms.irdai.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	AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BHOPAL	BHOPAL - Shri R M Singh Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <u>bimalokpal.bhopal@cioins.co.in</u>	Madhya Pradesh Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <u>bimalokpal.bhubaneswar@cioins.co.in</u>	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: <u>bimalokpal.bengaluru@cioins.co.in</u>	Karnataka.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
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: <u>bimalokpal.chennai@cioins.co.in</u>	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <u>bimalokpal.delhi@cioins.co.in</u>	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
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: <u>bimalokpal.guwahati@cioins.co.in</u>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 23312122	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

	Fax: 040 - 23376599	[]
	Email: <u>bimalokpal.hyderabad@cioins.co.in</u>	
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <u>bimalokpal.jaipur@cioins.co.in</u>	Rajasthan.
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: <u>bimalokpal.ernakulam@cioins.co.in</u>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <u>bimalokpal.kolkata@cioins.co.in</u>	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	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: <u>bimalokpal.lucknow@cioins.co.in</u>	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: <u>bimalokpal.mumbai@cioins.co.in</u>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: <u>bimalokpal.noida@cioins.co.in</u>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <u>bimalokpal.patna@cioins.co.in</u>	Bihar, Jharkhand.
	Office of the Insurance Ombudsman,	Maharashtra,

C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	excluding Mumbai Metropolitan Region.
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# b. Insurance Ombudsman-

- 1) The Ombudsman shall receive and consider complaints alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds—
- (a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
- (b) any partial or total repudiation of claims by the life insurer, general insurer or the health insurer;
- (c) disputes over Premium paid or payable in terms of insurance Policy;
- (d) misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
- (e) legal construction of insurance policies in so far as the dispute relates to claim;
- (f) Policy servicing related grievances against insurers and their agents and intermediaries;
- (g) issuance of life insurance Policy, general insurance Policy including health insurance Policy which is not in conformity with the proposal form submitted by the proposer;
- (h) non-issuance of insurance Policy after receipt of Premium in life insurance and general insurance including health insurance; and
- (i) any other matter arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, insofar as such matter relates to issues referred to in clauses (a) to (h).

# c. Manner in which complaint is to be made -

- Any person who has a grievance against an insurer or insurance broker, 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 or the insurance broker, as the case may be, complained against or the residential address or place of residence of the complainant is located.
- 2) The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council for Insurance Ombudsmen, 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.
- 3) No complaint to the Insurance Ombudsman shall lie unless—
- (a) the complainant has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned to the insurer or insurance broker, as the case may be, named in the complaint and—
- i. either the insurer or insurance broker, as the case may be, had rejected the complaint; or
- ii. the complainant had not received any reply within a period of one month after the insurer or insurance broker, as the case may be, received his representation; or
- iii. the complainant is not satisfied with the reply given to him by the insurer or insurance broker, as the case may be;
- (b) The complaint is made within one year—
- i. after the order of the insurer or insurance broker, as the case may be, rejecting the representation is received; or
- ii. after receipt of decision of the insurer or insurance broker, as the case may be, 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 or insurance broker, as the case may be, if the insurer named 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 insurer or insurance broker, as the case may be, 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.

The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14 of Insurance Ombudsman Rules, 2017.

F&U dated 15<sup>th</sup> October 2022

UIN-101N169V02

# ANNEXURE - A - COVERAGE SCHEDULE

(Forming part of the HDFC Life Group Term Life Policy No. )

S.No.	Name of Insured Member	Uniqu e ID	Gender	Age as on last birthday	Occupation/ Designation	Average Salary/ Income	Sum Assur ed In Force	Addition al Sum Assured	Premiu m (Base)	Premium (Riders)	Risk Commen cement Date	Nominee Name (If applicabl e)

# AMENDMENT FORM

POLICY NUMBER:	<<< POLICY NO >>>
POLICY HOLD	<<< POLICY HOLDER NAME >>>

# Section – 1: ADDITION DETAILS

Sr No.	Member ID	Member Name	Gender	Designation	Date of Birth (dd/mm/ yyyy)	Date of Joining (dd/mm/ <del>yyyy</del> )	SALARY	TYPE (An nual/M onthly/Basi c)	SUM ASSURED	T YPE (Graded/Un iform/Categ ory)

NOTE:- Before sending the details , please check that "NO Death Has Taken Place" for the members mentioned above, else provide us the details separately via mail

# Section – 2 : DELETION DETAILS

SR NUM.	MEMBER ID	MEMBER NAME	DATE OF BIRTH (dd/mm/yyyy)	GENDER	DESIGN ATION	DATE OF DELETION (dd/mm/yyyy)	REASON FOR DELETION (RESIGNATION / DEATH / RETIRE)		

IMPORTANT INSTRUCTION -WE HEREBY ASSUME, THAT THE DELETION DETAILS PROVIDED ABOVE ,DOES NOT CONSIST ANY DEATH DETAILS, IF YES IT SHOULD BE MENTIONED IN THE COLUMN "REASON FOR DELETION" SEPARATELY.

# Section – 3 : SALARY UPDATION DETAILS

SR NUM.	Member 10	MEMBER NAME	DATE OF BIRTH (dd/mm/yyyy)	DATE OF JOINING THE ORGANISATION FOR GRATUITY POLICYHOLDERS	C ATEGORY/ GRADE	PREVIUOS SALARY/ SUM ASSURED	REVISED SALARY/ SUM ASSURED	DATE OF SALARY REVISION (dd/mm/yyyy)

NOTE: - Before sending the details , please check that "NO Death Has Taken Place" for the members mentioned above, else provide us the details separately via mail

# Section – 4: Change in Policy-Member Details

SR NUM.	M EMBER ID	M EM BER NAME	DATE OF BIRTH (dd/mm/yyyy)	GENDER	PREVIOUS DETAILS	RE VI SED DET A IL S	REMARKS

#### Format of Lender Borrower Relationship Scheme Relationshi Address of Address of remiun Name of Member Loan Account No Date of Birth Date of Enrollment Sum Assured Loan Amount Nominee Name Occupation of Nominee Collected Date: Policy Holder's Signature:

(With company Seal

# ANNEXURE - B

#### 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 master proposal form 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 - C

#### 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. 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.

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 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].

F&U dated 15<sup>th</sup> October 2022