

HDFC Standard Life Insurance Company Limited

Product Filing for HDFC Life Pradhan Mantri Jeevan Jyoti Bima Yojana Plan (UIN 101G107V01) – Appendix IV

**POLICY DOCUMENT- HDFC Life Pradhan Mantri Jeevan Jyoti Bima Yojana Plan**

**Unique Identification Number: << >>**

This document is the evidence of a contract between HDFC Standard Life Insurance Company Limited and the Policyholder as described in the Policy Schedule given below who shall hold the same and all Benefits payable thereunder upon trust for the benefit of the persons to whom the said Benefits are payable (i.e. Scheme Members, or their nominees). The Policy is issued pursuant to a proposal made to the Insurer by the Policyholder along with the required documents, declarations, statements and other information received by the Company from the Policyholder for or on behalf of the Scheme Member on the date shown in the Policy Schedule for the benefit of Scheme Members (“Proposal”).

Upon and subject to timely receipt of Premium by the Insurer from the Policyholder, the Insurer shall pay to the Policyholder, the Benefits described in the Policy, subject to the terms of the Policy. This Policy is written under and will be governed by the applicable laws in force in India and all monies payable under the Policy to the Insurer, shall be payable in Indian Rupees at the office of the Insurer identified in the Policy Schedule.

Notwithstanding the date of the Proposal and the date on which the Policy is signed, the Policy shall have effect or be deemed to be effective from the date shown in the Policy Schedule as the Effective Date

*In witness whereof*, this Policy is signed at the end of the Policy Schedule by a person duly authorised by the Insurer.

**POLICY SCHEDULE**

1. **Master Policy Number:**  
<< system/operations generated>>
2. **Date of Proposal:**  
<<<< system/operations generated>>
3. **Effective Date:**  
<< system/operations service generated>>
4. **Policyholder:**  
<<Name of Bank>>
5. **Name of the Scheme:**
6. <NAME of Scheme>
7. **Policy Provisions:**  
The Standard Provisions set out in the booklet/Policy and the Additional Provisions set out in their corresponding booklet/Policy issued by the Insurer.
8. **Effective Date / Latest Annual Renewal Date :**  
<Date, Month and Year>
9. **Next Annual Renewal Date:**  
<Date, Month and Year>
10. **Eligibility Criteria:**  
**Minimum Entry Age: 18 years (age last birthday)**  
**Maximum Entry Age: 50 years (age nearest birthday)**  
**Maximum Maturity Age: 55 years (age nearest birthday)**
11. **Premium Payable in Advance:**  
Rs.330/- per Scheme Member
12. **Service Tax and levies Payable in Advance (if any):**  
<Amount>
13. **Frequency of Premium:** Annual
14. **Sum Assured: Rs.2,00,000 per Scheme Member.**

**Full member details as per Annexure**

Signed at Mumbai on <<>>

For HDFC Standard 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

HDFC Standard Life Insurance Company Limited

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**Part B**

- (1) *Accident* – means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- (2) *Effective Date*- means the date from which the Scheme shall first commence as set out in the Schedule.
- (3) *Eligible Person*- means, any person who has satisfied the eligibility criteria set out Part C Clause 2 (*Eligibility*) in the Policy.
- (4) *Entry Date*- in relation to a Scheme Member shall mean the actual date on which an Eligible Person is admitted by the Insurer as a Scheme Member.
- (5) *Exit Date* means the date on which the insurance cover of the Scheme Member ceases due to occurrence of any of the following events:
  - a) Death of the Scheme Member,
  - b) the Scheme Member ceases to satisfy the eligibility criteria,
  - c) Master Policy being terminated or lapsed.
  - d) End of Member Coverage Term.
- (6) *Insurable Membership*- means the period starting from the Entry Date and ending with Exit Date.
- (7) *Insurer, Us, We*- means HDFC Standard Life Insurance Company Limited.
- (8) *The insurance*- shall mean the insurance effected on the life of the Scheme Member.
- (9) *Latest Annual Renewal Date*- is the date on which the Policy is last renewed by the Insurer and is specified in the Schedule.
- (10) *Member Coverage Term*- in respect of a Scheme Member means a period commencing from the Entry Date and ending on the following 31<sup>st</sup> of May.
- (11) *Next Annual Renewal Date*- is the date on which the term of the Policy is due for renewal and is specified in the Schedule.
- (12) *Nominee*- means the person or persons who has/have been appointed by a Scheme Member to receive the death benefit under this Policy.
- (13) *Other Levies*- means any statutory tax or charge that the Insurer incurs when administering this Policy in the future due to changes in law.
- (14) *Policyholder*- means the bank named in the Schedule as the Policyholder
- (15) *Policy, Master Policy*- means this Policy.
- (16) *Policy Term*- means in respect of this Policy, a period commencing from the Effective Date/Latest Annual Renewal Date for which life insurance cover is provided to Scheme Members and ending on the following 31<sup>st</sup> of May.
- (17) *Policy Year*- means a period starting with the Effective Date/Latest Annual Renewal Date and ending with the day before the Next Annual Renewal Date.
- (18) *Scheme*- means the Scheme named in the Schedule.
- (19) *Scheme Member*- means an Eligible Person who is included in the Scheme as per the Scheme rules as member of that Scheme.
- (20) *Sum Assured*- means the amount payable under this Policy per Scheme Member upon death during Insurable Membership subject to terms, conditions and provisions of this Policy.
- (21) *Terminal Date*- means the date on which the insurance cover under the Policy ceases in respect of each Scheme Member.
- (22) Words importing the masculine gender shall include the feminine gender.
- (23) Words in the singular shall include the plural and vice versa.
- (24) Any reference to a Clause or Clauses shall be construed as a reference to a Clause or Clauses of this Policy.

### Part C

**(i) Benefits:**

- (1) *Benefits on Death*- If the Scheme Member dies during Insurable Membership, subject to Policy being in force and all due Premiums, ~~Service~~-Tax and ~~any Other~~-Levies (if any) having been paid and subject to any restrictions or qualifications referred to in these Clauses, the amount specified in the Schedule/ the Certificate of Insurance (COI) as the Sum Assured for such Scheme Member shall become due to the Nominee of the Scheme Member.
- (2) *Benefits on Maturity*- No Maturity benefit is payable under the policy.
- (3) *Benefits on Surrender*- No Surrender benefit is payable under the policy.

**(ii) Eligibility:**

- (1) Any person who satisfies all of the following conditions shall be eligible to participate in the Scheme.
  - a) Person is not aged less than 18 years as set out in the Schedule,
  - b) Person is not aged more than 50 years as set out in the Schedule,
  - c) Person who has savings bank account with the Policyholder with sufficient balance,
  - d) Person who is not already insured under the Pradhan Mantri Jeevan Jyoti Beema Yojana by any other insurer,
  - e) Person who satisfies further eligibility criteria, as may be specified by the Insurer.

**(iii) Commencement of Insurance:**

- (1) On the Effective Date and each Latest Annual Renewal Date, the Insurer shall grant Insurance in accordance with these provisions in respect of each person who is an Eligible Person on that date and who is accepted by the Insurer as a Scheme Member. In the event of any other person becoming an Eligible Person during the Policy Year and the requisite Premium, ~~Service~~-Tax and ~~any Other~~-Levies (if any) being received in full by the Insurer, he shall be accepted as a Scheme Member by the Insurer immediately on the Insurer being notified and being satisfied that such person has met all the conditions of eligibility. For this purpose the Policyholder shall notify the Insurer in writing in such form and at such times as shall be prescribed by the Insurer, the names and full particulars of the persons as soon as they meet the eligibility conditions.

**(iv) Register of Members**

- (1) The Policyholder shall maintain a register of members which shall have the details of all the Scheme Members including nomination details. This register shall form an integral part of this Policy.
- (2) An inspection of the register without notice may be conducted by the Insurer or the auditors of the Insurer, and the Insurer may from time to time ask for the records and/or ask for a certificate from the auditor of the Policyholder.
- (3) A person's name can be removed from the register at any time if he ceases to be an Eligible Person. If it is discovered that a person included in the register is not a Scheme Member, or has ceased to be a Scheme Member, the person's name will be removed from the register.

**(v) Provision of information:**

- (1) Before assuring any benefit under these provisions in respect of an Eligible Person and to determine the rights and obligations of the Insurer under these provisions, the Policyholder must provide the Insurer with such information, data and evidence as the Insurer considers necessary in such form as required/specified by the Insurer.
- (2) In the event of any change in the name or other particulars of a Scheme Member during a Policy Year, the Policyholder must inform the Insurer of the change within 15 days of being informed of the same by the said Scheme Member or on the Policyholder becoming aware of the same, whichever is earlier.
- (3) Subject to Section 45 of the Insurance Act 1938, as amended from time to time if in respect of a Scheme Member any information, data or evidence given to the Insurer proves to be incorrect, the particular Insurance in respect of such Scheme Member shall be rendered voidable, at the instance of the Insurer.

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- (4) The Insurer shall not be liable for any loss of benefit resulting from errors in or omissions from any information, data or evidence given to the Insurer by the Policyholder. Where a loss of benefit is due to an error or omission by the Policyholder and the Insurer is required to pay for the benefit in full, the Insurer will pay the benefit in full and seek compensation for the error from the Policyholder.
- (5) The Insurer shall not admit a claim in respect of a Scheme Member under this Policy unless it receives the Scheme Members' death certificate or such other document that the Insurer may decide, within the legal and regulatory framework in the circumstances of a particular case. The Insurer will not accept the aforesaid documents unless it is issued by a person duly authorized to issue the same.
- (6) The Policyholder shall arrange to submit to the Insurer evidence of age in respect of each Scheme Member at the time of entry into the Scheme, if required by the Insurer.
- (7) Satisfactory evidence of health as required by the Insurer for Scheme Members joining the Scheme after 30<sup>th</sup> Nov 2015 shall be furnished by every Eligible Person at the time of his entry into the Scheme.

**(vi) Premiums:**

- (1) Prior to the Next Annual Renewal Date, the Insurer shall advise the Policyholder of the Premium, Service Tax and ~~any other~~ levies due, based on the information provided by the Policyholder.
- (2) For Scheme Members joining during the Policy Year, the requisite Premium, the Effective Date and Next Annual Renewal Date shall be intimated by the Insurer.
- (3) Premiums under the Policy shall be paid annually as set out in the Policy Schedule or as amended subsequently.
- (4) It will be the responsibility of the Policyholder to recover the appropriate annual Premium in one instalment, as per the option, from the Scheme Members on or before the due date through 'auto-debit' process.
- (5) Scheme Members may also give one-time mandate for auto-debit every year till the Scheme is in force.
- (6) Enrolment form / Auto-debit authorization / Member Information form in the prescribed Performa shall be obtained and retained by the Policyholder. In case of claim, we may seek submission of the same and reserve the right to call for these documents at any point of time.
- (7) The Premiums due would be valid for the relevant Policy Year and the Premium rates would be subject to change in each Policy Year. The experience of the Scheme will be monitored on yearly basis for re-calibration etc., as may be necessary.

## Part D

### 1. Breach of Provisions:

- (1) If at any time the Policyholder is in breach of any of its obligations under these Clauses and the Insurer has not exercised its below mentioned right under Clause 6 to deem these Clauses to have lapsed, the Insurer may amend these Clauses and any related documents supplied to the Policyholder by the Insurer in such a way as it considers necessary to compensate for the breach.
- (2) Before making any such amendment the Insurer shall inform the Policyholder of the amendment it intends to make.

### 2. Termination of Insurance:

The Insurance on the life of a Scheme Member shall immediately terminate upon the happening of any of the following events and no benefits will be payable thereafter:

- (1) Expiry of Policy Term or Member Coverage Term and non renewal thereafter,
- (2) non-payment of the Premium, ~~Service~~-Tax or ~~any Other~~ Levies by the Policyholder when due,
- (3) the Scheme Member reaching the Maturity Age subject to annual renewal upto that date,
- (4) Closure of account with the Bank or insufficiency of balance to keep the insurance in force,
- (5) Technical or administrative issues at Policyholder's end, or
- (6) Coverage under more than one bank account and Premium being received inadvertently. In such a case the insurance cover will be terminated and the received Premium shall be liable to be forfeited.

### 3. Reinstatement:

If the Premium is not received at the Scheme Renewal Date and the cover expires, the Insurer will consider requests from Policyholder to reinstate the Policy. Members who exit the Scheme at any point may re-join the Scheme in future years by paying the annual Premium and submitting a self-certificate of good health subject to the eligibility conditions as mentioned above.

### 4. Nomination:

The member of the Policyholder of a life insurance 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 II for reference

### 5. Terms and Conditions:

- (1) The Insurer has the right to discontinue the Policy, on the Next Annual Renewal Date, with prior intimation, given in writing, to the Policyholder. On the same date, the Insurer also has the right to vary the Policy Provisions and the Schedule after intimating the Policyholder in writing.
- (2) The Insurer shall conduct a surprise inspection of the records of the Policyholder to ensure compliance with these Policy Provisions and Scheme Rules or the Policyholder's auditors will certify compliance.

### 6. Other Provisions:

- (1) The Policyholder will act for and on behalf of the Scheme Members in all matters relating to the Scheme and every act done by agreement made with and notice given to the Insurer by the Policyholder shall be binding on the Scheme Members.
- (2) The Insurance effected in favour of the Policyholder has no paid up or maturity values. Any statutory levy or charges including any tax may be charged to the Policyholder either now or in future by the Insurer.

### 7. Loans:

There is no facility of loan available from us under this Policy.

**Part E**

**1. Additional Servicing Charges**

Nil

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## Part F

### 1. Exclusions:

Exclusions as mandated in Pradhan Mantri Jeevan Jyoti Bima Yojna scheme, as amended from time to time shall be applicable.

### 2. Claims Procedure:

(1) The Policyholder shall inform the Insurer within 30 days of the death of a Scheme Member and shall file a claim with the Insurer on behalf of the Nominee of the deceased Scheme Member in the form prescribed by the Insurer and accompanied by all relevant documents as may be required by the Insurer, within 90 days from the date of death.

However, the Insurer will condone the delay caused in intimation of claim where such delay is proved to be for reasons beyond the control of the claimant.

(2) The Insurer shall pay the Claim amount in relation to the Death Benefit in the name of the Nominee of the deceased Scheme Member to the Policyholder who shall give a valid discharge/receipt for the same on behalf of the said Nominee to the Insurer.

(3) The documents required for processing a claim are:

#### Normal death

- i. Claim form;
- ii. Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar;
- iii. Cause of Death Certificate issued by the treating doctor;
- iv. A cancelled personalised cheque with account no. and IFSC code. Where the cheque is not personalised, a latest bank statement (not more than 3 months old) or copy of passbook (where account number and IFSC code is mentioned);
- v. Copies of Past and Current medical records (Indoor case paper, Admission notes, discharge summary) originally attested by hospital authorities;
- vi. Insurer may seek submission of the enrolment form / Auto-debit authorization / Consent cum Declaration form in the prescribed Performa by the Policyholder
- vii. Any other document that the Insurer may decide, within the legal and regulatory framework in the circumstances of a particular case.

#### Accidental / Unnatural Death

- i. Claim form
- ii. Death Certificate issued by Municipal Authority/ Gram Panchayat / Tehsildar;
- iii. Cause of Death Certificate issued by the treating doctor;
- iv. A cancelled personalised cheque with account no. and IFSC code. Where the cheque is not personalised, a latest bank statement (not more than 3 months old) or copy of passbook (where account number and IFSC code is mentioned);
- v. Insurer may seek submission of the enrolment form / Auto-debit authorization / Consent cum Declaration form in the prescribed Performa by the Policyholder
- vi. Any other document that the Insurer may decide, within the legal and regulatory framework in the circumstances of a particular case.
- vii. Proof of Accident-
  - a. Attested Copy of First Information Report;
  - b. Attested Copy of Police Panchnama report;
  - c. Attested Copy of Police Inquest report;
  - d. Attested Copy of Postmortem report.

### 3. Nomination

The Scheme Member 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 II for reference.

### 4. Issuance of Duplicate Policy:

The Policyholder may request for a duplicate copy of the Policy at HDFC Life offices along with relevant documents. Additional charges may be applicable for issuance of the duplicate Policy. While making an application for duplicate Policy the Policyholder is required to submit a notarized original indemnity bond along with an affidavit duly stamped. Additional charges may be applicable for issuance of the duplicate Policy.

#### 5. Age Admitted

In case proof of age of the Scheme Member has not been submitted along with the Proposal, the Policyholder 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, if the Correct Age makes the Scheme Member ineligible for this Policy the Insurance Coverage will stand cancelled from the date of issuance of Certificate of Insurance and the Premium paid under the Policy will be returned subject to the deduction of expenses incurred by the Company and the Policy will terminate thereafter. The provisions of Section 45 of the Insurance Act, 1938 shall be applicable.

#### 6. Incorrect Information and Non-Disclosure:

Fraud, misrepresentation and forfeiture would be dealt with in accordance with 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 III for reference

#### 7. Taxes

##### (1) Indirect Taxes

~~Service Tax and Cess shall be levied~~ as applicable. Any taxes, statutory levy 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 the applicable rate from the payments made under the policy, as per the prevailing provisions of the Income Tax Act, 1961.

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

##### (1) This Policy is subject to-

- (i) The Insurance Act, 1938, as amended from time to time,
- (ii) Amendments, modifications (including re-enactment) as may be made from time to time, and
- (iii) 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 Insurance Regulatory and Development Authority of India before making any material changes to these provisions, except for changes of regulatory / statutory nature.

##### (4) We reserve the right to require submission by the Policyholder/the Scheme Member 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 when the same are notified by the authorities for this/similar plans.

#### 9. Jurisdiction

This Policy shall be governed by the laws of India. The Courts of Mumbai shall have the exclusive jurisdiction to settle any disputes arising under this Policy.

#### 10. 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:

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

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

E-mail: [groupoperations@hdfclife.com](mailto:groupoperations@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, facsimile or registered electronic mail ID to the updated 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.

**11. General:**

- (1) Any information needed to administer the Policy must be furnished by the Policyholder.
- (2) If the information provided by the Policyholder in the application form is incorrect or incomplete, the Insurer reserves the right to vary the Benefits which may be payable.
- (3) The Insurer reserves the right to change any of these Policy Provisions if it becomes impossible or impractical to observe or execute the Provisions hereunder.
- (4) The Policyholder will be responsible and liable for making payment, including payment of Benefits, in the appropriate form to the Scheme Member(s) or to his/her nominee or to another scheme as transfer value or to any annuity provider, as applicable.
- (5) The Insurer can check/inspect/audit, at any time, if the Benefits are being paid to the correct person as and when due.
- (6) The Policyholder shall be reimbursed by the Insurer (out of premium per Scheme Member) for the administrative expenses incurred.

**Part G**

**1. Complaint Resolution Process:**

- (i) The customer can contact us on the below mentioned number/id in case of any complaint/ grievance:

Grievance Redressal Officer  
HDFC Standard Life Insurance Company Limited  
11th Floor, Lodha Excelus, Apollo Mills Compound,  
N. M. Joshi Marg, Mahalaxmi, Mumbai, Maharashtra - 400011  
Contact number: +91 22 6751 6218/ +91 22 6751 6215  
E-mail: [groupoperations@hdfclife.com](mailto:groupoperations@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 14 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) 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	Contact	Response Time
1st Level	Sr. Manager – Group Operations	10 working days
2nd Level (for response not received from Level 1)	Vice President - Group Operations	10 working days
Final Level (for response not received from Level 2)	Sr. Vice President- Underwriting, Claims and Operations	3 working days

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

- (vi) If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO:155255
- Email ID: [complaints@irda.gov.in](mailto: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:  
Consumer Affairs Department  
Insurance Regulatory and Development Authority of India  
9th floor, United India Towers, Basheerbagh  
Hyderabad – 500 029, Andhra Pradesh  
Fax No: 91- 40 – 6678 9768

2. In the event the Scheme Member is dissatisfied with the response provided by us, Scheme Member may approach the Insurance Ombudsman of that region. The contact details of the Insurance Ombudsman are provided below.

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**a. Details and addresses of Insurance Ombudsman:**

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27545441/27546139 Fax : 079-27546142 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	Gujarat , Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar,Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>	Orissa
BENGALURU	Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, Bengaluru – 560025. Tel No: 080-22222049/22222048 Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	Karnataka
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468/2705861 Fax : 0172-2708274 Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
NEW DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23237539/23232481 Fax : 011-23230858 Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>	Delhi
GUWAHATI	Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123/23312122 Fax: 040-23376599	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry

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	Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>	
JAIPUR	Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>	Rajasthan
KOCHI	Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>	Kerala , Lakshadweep , Mahe – a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, KOLKATA-700 072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>	West Bengal , Bihar , Jharkhand and Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>	Uttar Pradesh and Uttaranchal
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928/26106552 Fax : 022-26106052 Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
PUNE	2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, PUNE – 411030. Tel: 020-32341320 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	Maharashtra Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

**b. Power of Ombudsman:**

The Ombudsman may receive and consider-

- (i) complaints under rule 13 of Redressal of Public Grievances Rules , 1998;
- (ii) any partial or total repudiation of claims by the Company;
- (iii) any dispute in regard to Premium paid or payable in terms of the Policy;
- (iv) any dispute on the legal construction of the Policy insofar as such disputes relate to claims;
- (v) delay in settlement of claims;
- (vi) non-issue of any insurance document to customers after receipt of Premium.

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**c. Manner in which complaint is to be made :**

- (i) Policyholder who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
- (ii) The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the Company against which the complaint is made, the fact giving rise to complaint supported by documents, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
- (iii) No complaint to the Ombudsman shall lie unless -
- (a) The complainant had before making a complaint to the Ombudsman made a written representation to the Company named in the complaint and either the Company had rejected the complaint or the complainant had not received any reply within a period of one month after the Company received his representation or the complainant is not satisfied with the reply given to him by the Company;
- (b) The complaint is made not later than one year after the Company had rejected the representation or sent its final reply on the representation of the complainant; and
- (c) The complaint is not on the same subject-matter, for which any proceedings before any court, or Consumer Forum or arbitrator is pending or were so earlier.

**Annexure I**

**Member Details**

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## Annexure II

### Section 39 - Nomination policyholder (i.e. in this case Scheme Member)

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

### **Annexure III**

#### **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 policywhichever is later.

- 2) On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policywhichever is later.

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

- 3) Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
- 4) Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5) No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- 6) Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 7) In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

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- 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 not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details. ]***