HDFC Life Cardiac Care - A non-linked non-participating fixed benefit health plan

Part A

<<Date>>
<<Policyholder's Name>>
<<Policyholder's Address>>
<<Policyholder's Contact Number>>

Dear <<Policyholder's Name>>,

Sub: Your Policy no. << >>

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

Policy document:

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

Cancellation in the Free-Look Period:

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

Contacting us:

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

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

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

Yours sincerely,
<< Designation of the Authorised Signatory >>
Branch Address: <<Branch Address>>
Agency Code: <<Agency Code>>
Agency Name: <<Agency Name>>
Agency Telephone Number: <<Agency mobile & landline number>>
Agency Contact Details: <<Agency address>>

Address for Correspondence: HDFC Life Insurance Company Limited, 11th Floor Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai-400011.
Regd. Off: Lodha Excelus, 13th Floor, Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi, Mumbai - 400 011.
Call 1860-267-9999 (local charges apply). DO NOT prefix any country code e.g. +91 or 00.
Available Mon-Sat from 10 am to 7 pm
| Email – service@hdfclife.com | NRIservice@hdfclife.com (For NRI customers only) Visit – www.hdfclife.com . CIN: L65110MH2000PLC128245

HDFC Life Cardiac Care - A non-linked non-participating fixed benefit health plan

POLICY DOCUMENT- HDFC Life Cardiac Care

Unique Identification Number: << >>

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

HDFC Life Cardiac Care - A non-linked non-participating fixed benefit health plan

POLICY SCHEDULE

Policy number: << >>

Client ID: << >>

Policyholder Details

Name	<< >>
Address	<< >>

Life Assured Details

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

Policy Details

Date of Commencement of Policy	<<Date>>	**Frequency of Premium Payment**	<< Annual/Half-yearly/ Quarterly/ Monthly >>
Date of Risk Commencement	<< RCD >>	**Premium per Frequency of Premium Payment**	Rs. << >>
Date of Issue/Inception of Policy	<< First Issue Date>>	**Underwriting Extra Premium per Frequency of Premium Payment**	Rs. << >>
Premium Due Date(s)	<<dd /month>>	**Total Premium per Frequency of Premium Payment**	Rs. << >>
Optional Benefit	<< >>	**Grace Period**	<< 15/30>> days
Sum Insured	Rs. << >>	**Final Premium Due Date**	<< dd/mm/yyyy >>
Annualised Premium	Rs. << >>		
Policy Term	<< >> years	**Policy issued on the basis of Health Questionnaire (HQ)**	<< Yes/No >>
Premium Paying Term	<< >> years		

The Premium amount is excluding any taxes, levies and underwriting extra premium, if any. Taxes and levies as applicable shall be collected over and above the Premium. Amount of taxes and any other levies will be charged at actuals as per rates prevalent at the time of payment.

NOMINATION SCHEDULE

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

Signed at Mumbai on <<>>
For HDFC Life Insurance Company Limited
Authorised Signatory

Note: Kindly note that name of the Company has changed from "HDFC Standard Life Insurance Company Limited" to "HDFC Life Insurance Company Limited".

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

SPACE FOR ENDORSEMENTS

Part B - Definitions

In this Policy, the following definitions shall be applicable:

1) ***Appointee*** – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorized to receive the benefits under this Policy on the death of the Life Assured while the Nominee is a minor;
2) ***Authority/ IRDAI*** – means Insurance Regulatory and Development Authority of India;
3) ***Company, company, Insurer, Us, us, We, we, Our, our –*** means or refers to HDFC Life Insurance Company Limited;
4) ***Congenital Anomaly*** – means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
   (a) Internal Congenital Anomaly - Congenital anomaly which is not in the visible and accessible parts of the body;
   (b) External Congenital Anomaly - Congenital anomaly which is in the visible and accessible parts of the body;
5) ***Date of Risk Commencement*** – means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences;
6) ***Frequency of Premium Payment*** – means the period, as stated in the Policy Schedule, between two consecutive Premium due dates for the Policy;
7) ***Grace Period*** – means the specified period of time immediately following the Premium due date during which a payment can be made to continue a Policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no Premium is received;
8) ***Hospital*** – means any institution established for In-patient Care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said act or complies with all minimum criteria as under:
   i) has qualified nursing staff under its employment round the clock;
   ii) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
   iii) has qualified medical practitioner(s) in charge round the clock;
   iv) has a fully equipped operation theatre of its own where surgical procedures are carried out;
   v) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;
9) ***Hospitalisation*** – means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours;
10) ***In-patient Care*** – means treatment for which the insured person has to stay in a Hospital for more than 24 hours for a covered event.
11) ***Illness*** – means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
   (a) Acute condition - Acute condition is a disease, illness or Injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ Injury which leads to full recovery;
   (b) Chronic condition - A chronic condition is defined as a disease, illness, or Injury that has one or more of the following characteristics:

1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests;
2. it needs ongoing or long-term control or relief of symptoms;
3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it;
4. it continues indefinitely;
5. it recurs or is likely to recur;

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

13) ***Intensive Care Unit (ICU)*** – means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards;

14) ***Life Assured*** – means the person as stated in the Policy Schedule;

15) ***Medical Advice*** – means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription;

16) ***Medical Practitioner*** – means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. The person must be qualified in allopathic system of medicine and shall not be the Life Assured himself/herself;

17) ***Nominee(s)*** – means the person named by you and registered with us in accordance with the Nomination Schedule, who is authorized to receive the benefits under this Policy, on the death of the Life Assured;

18) ***Policy Anniversary*** – means the annual anniversary of the Date of Risk Commencement;

19) ***Policyholder, You, you, your*** – means or refers to the Policyholder stated in the Policy Schedule;

20) ***Policy Term –*** means the term of the Policy as stated in the Policy Schedule;

21) ***Policy Year*** – means a year following the Risk Commencement Date and the year following each subsequent anniversary of Risk Commencement Date, for which premium is received by us before expiry of the Grace Period provided under Part D of this Policy;

22) ***Pre-existing Disease*** – means any condition, ailment or Injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed and / or for which Medical Advice / treatment was received within 48 months prior to the first Policy issued by the Insurer or date of reinstatement of the Policy, whichever is later; Since this Policy does not offer portability option, "the first Policy issued by the Insurer" means the date of Inception of Policy with us.

23) ***Premium*** – means an amount stated in the Policy Schedule, payable by you to us for every Policy Year by the due dates, and in the manner stated in the Policy Schedule, to secure the benefits under this Policy, excluding taxes or levies;

24) ***Premium Paying Term*** – means the period as stated in the Policy Schedule, in years, over which Premiums are payable;

25) ***Sum Insured*** – the face value of this Policy contracted between you and us. All the morbidity benefits applicable under the Policy have been expressed as a proportion of this amount. The Sum Insured at Inception of Policy, as stated in the Policy Schedule is

the face value of the Policy contracted between you and us;

26) ***Surgery or Surgical Procedure*** – means manual and / or operative procedure (s) required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a Hospital or day care centre by a Medical Practitioner;

27) ***Unclaimed Sum Insured –*** shall mean the Sum Insured as reduced by aggregate benefits already paid since the Inception of Policy.

28) ***Covered Conditions –*** the Covered Conditions are as follows:

1. **Myocardial Infarction (First Heart Attack - of Specific Severity)**

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

   - a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
   - new characteristic electrocardiogram changes
   - elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

   The following are excluded:

   - Other acute Coronary Syndromes
   - Any type of angina pectoris.
   - A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

2. **Open Chest CABG**

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

   The following are excluded:

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

3. **Open Heart Replacement or Repair of Heart Valves**

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

4. **Major Surgery of Aorta**

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

   The following are excluded:

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

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

6. **Cardiomyopathy**
   An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:
   - Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced and
   - Echocardiography findings confirming presence of cardiomyopathy and Left Ventricular Ejection Fraction (LVEF %) of 40% or less

   The following are excluded:
   - Cardiomyopathy directly related to alcohol or drug abuse.

7. **Primary (Idiopathic) Pulmonary Hypertension**
   A. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
   B. The NYHA Classification of Cardiac Impairment are as follows:
   i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
   ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
   C. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

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

   The following are excluded:
   - Procedures done for treatment of Congenital Heart Disease within 4 years from the date of Risk Commencement or revival of Policy, whichever occurs later.

9. **Surgery to place Ventricular Assist Devices or Total Artificial Hearts**
   The actual undergoing of open heart surgery to place a Ventricular Assist Device or Total Artificial Heart medically necessitated by severe ventricular dysfunction or severe heart failure, with cardiac echocardiographic evidence of reduced left ventricular ejection fraction of less than 30%.
   The following are excluded:
   - Ventricular dysfunction or Heart failure directly related to alcohol or drug abuse is excluded.

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

11. **Carotid Artery Surgery**
    The actual undergoing of surgery to the Carotid Artery to treat carotid artery stenosis of fifty percent (50%) or above, as proven by angiographic evidence, of one (1) or more carotid arteries. Both criteria (A) and (B) below must be met:
    A. One of the following:
       i. Actual undergoing of endarterectomy to alleviate the symptoms; or
       ii. Actual undergoing of an endovascular intervention such as angioplasty and/or stenting or atherectomy to alleviate the symptoms; and
    B. The Diagnosis and medical necessity of the treatment must be confirmed by a Registered Medical Practitioner who is a specialist in the relevant field.

12. **Pericardectomy**
    The undergoing of a pericardectomy performed by open heart surgery or keyhole techniques as a result of pericardial disease. The surgical procedures must be certified to be medically necessary by a consultant cardiologist.
    The following are excluded:
    - Other procedures on the pericardium including pericardial biopsies and pericardial drainage procedures by needle aspiration.

13. **Minimally Invasive surgery of Aorta**
    The actual undergoing of minimally invasive surgical repair (i.e. via percutaneous intra-arterial route) of a diseased portion of an aorta to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.
    The following are excluded:
    - Claim arising due to Internal Congenital Anomalies within 4 years from the Date of Risk Commencement or revival of Policy, whichever occurs later.

14. **Angioplasty**
    A. Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries. The intervention must be determined

to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG).

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

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

15. **Infective Endocarditis**

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

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

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

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

16. **Surgery for Cardiac Arrhythmia**

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

The following are excluded:

- Cardio version and any other form of non-surgical treatments.
- Claim arising due to Internal Congenital Anomalies within 4 years from the Date of Risk Commencement or revival of Policy, whichever occurs later.

17. **Insertion of Pacemaker**

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

The following are excluded:

- Claim arising due to Internal Congenital Anomalies within 4 years from the Date of Risk Commencement or revival of Policy, whichever occurs later.

18. **Pulmonary Thrombo Embolism**

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

Part C – Benefits

1. **Benefit**

I. Base Benefit

i. Under the Base Benefit which is offered to the Policyholder, benefit as specified below shall be

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

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

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

Group B: Moderate Severity Covered Conditions eligible for 50% of Sum Insured are as follows:

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

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

a) Pericardectomy
b) Minimally Invasive Surgery of Aorta
c) Angioplasty
d) Infective Endocarditis
e) Surgery for Cardiac Arrhythmia
f) Insertion of Pacemaker
g) Pulmonary Thrombo Embolism

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

ii. Waiver of Premium: On a valid claim for any Covered Condition falling under Group B and C specified above, Premiums (including Premiums for the optional benefit, if any) payable by the Policyholder for the outstanding term of the Policy shall be waived.

iii. Subject to the Cooling off Period specified under Part F (Clause 1), multiple claims can be made for Covered Conditions falling under Group B and Group C of the Base Benefit.

iv. In an event where more than one Covered Condition occurs, the claim shall be payable for only one Covered Condition.

v. Benefits under this Policy shall be payable provided the Life Assured survives for a period of 30 days following the diagnosis of the claimed Covered Conditions.

vi. Benefit payable in case of a claim shall not exceed Unclaimed Sum Insured.

vii. Aggregate of all claims payable under the Base Benefit shall, in no case, exceed 100% of Sum Insured over Policy Term and while the Policy is in force.

viii. The Policy shall terminate automatically and immediately on payment of 100% of Sum Insured against all valid claims or on expiry of the Policy Term, whichever is earlier.

II. Optional Benefit

In addition to the Base Benefit, there are three optional benefits available to the Policyholder. The Policyholder can choose one or more of the below mentioned optional benefits at the time of Inception of Policy.

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

A. Hospitalisation Benefit (HB)

i. In case of Hospitalisation, due to Occurrence of any of the Covered Conditions as mentioned in the Base Benefit above, the Hospitalisation Benefit shall be payable.

ii. In case of admission in non ICU room, 1% of the Original Sum Insured per day of Hospitalisation (not exceeding Rs. 10,000/- per day) shall be payable. However, the benefit amount shall be subject to a maximum of 10% of the Original Sum Insured and for 10 days during the Policy Year and 30% of the Original Sum Insured and for 30 days during the Policy Term.

iii. In case of admission in ICU room, 2% of the Original Sum Insured per day of Hospitalisation (not exceeding Rs. 20,000/- per day) shall be payable. However, the benefit amount shall be subject to a maximum of 10% of the Original Sum Insured and for 5 days during the Policy Year and 30% of Sum Insured and for 15 days during the Policy Term.

iv. Part of the day of Hospitalisation shall be considered as full day for determining this Hospitalisation Benefit.

v. The Hospitalisation Benefit shall be independent and in addition to the benefit under the Base Benefit.

vi. The Hospitalisation Benefit will be payable after completion of Hospitalisation for atleast 24 hours.

vii. The coverage under this Hospitalisation Benefit shall cease once entire benefit entitlement is exhausted against all Hospitalisation Benefit claims made since Inception of Policy.

viii. Subsequent Hospitalisation arising due to complication or follow-up of the already Covered Condition shall also be covered.

ix. Once coverage under this Hospitalisation Benefit ceases, the Policyholder shall continue to pay Premiums for the Base Benefit and other optional benefits, if any, with effect from the immediately following Policy Anniversary.

B. Indexation Benefit

i. Where no claim is made during the first Policy Year, then starting from the first Policy Anniversary, the Sum Insured will increase at a rate of 10% per annum of the Sum Insured chosen by Policyholder at Inception of Policy ("Original Sum Insured"). Sum Insured as increased under this optional benefit shall be hereinafter referred to as "Increased Sum Insured".

ii. This increase will continue till any claim event has occurred (excluding claim for Hospitalisation Benefit).

iii. However, there shall be no increase in Sum Insured after Sum Insured reaches 200% of the Original Sum Insured.

C. Income Benefit

i. This optional benefit shall be payable on the Occurrence of any of the Covered Conditions as mentioned in Group A (High Severity Covered Conditions/ surgeries) of the Base Benefit during the lifetime of the Life Assured, after Inception of Policy and while the Policy is in force.

ii. A monthly income equal to 1% of the Original Sum Insured ("Income Payments") will be payable for a fixed period of 5 years ("Income Period").

iii. This optional benefit shall be paid in addition to the benefits under the Base Benefit and other optional benefits, if any.

iv. In the event of the Policyholder's death while receiving the Income Benefit, the remaining payouts under this optional benefit will be paid to his/her Nominee.

v. During the Income Period, the future Income Payments or part thereof can be surrendered in exchange for a lump sum payment. This lump sum payment shall be the discounted value of the future Income Payments at the prevailing revival interest rate charged by the Company.

III. Death Benefit

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

IV. Maturity Benefit

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

V. Surrender Benefit

No benefit is payable on surrender.

VI. Paid-Up Benefit

No benefit is payable if the Policy is in a paid-up stage.

2. **Payment and cessation of Premiums**

a) The first Premium must be paid along with the submission of your completed application. Subsequent Premiums are due in full on the due dates as per the Frequency of Premium Payment set out in your Policy Schedule.

b) Premiums under the Policy can be paid on yearly, half-yearly, quarterly or monthly basis as per the chosen Frequency of Premium Payment as set out in the Policy Schedule or as amended subsequently. The Policyholder can opt for change in premium frequency.

c) If you have chosen monthly Premium payment frequency, we shall collect first 3 months Premium in advance of the date of commencement of policy, as a prerequisite to allow monthly mode of premium payment, with the proposal form.

d) The Premiums that fall due in the same financial year can be paid in advance. However, where the Premium due in one financial year is paid in advance in earlier financial year, we may collect the same for a maximum period of three months in advance of the due date of the Premium.

e) Any regular Premiums paid before the due date will be deemed to have been received on the due date for that regular Premium.

f) A Grace Period of 30 days, where the mode of payment of Premium is other than monthly mode and 15 days in case of monthly mode, is allowed for the payment of Premium after the first Premium. If any Premium remains unpaid after the expiry of the Grace Period, your Policy shall lapse as described in Part D Clause 1, with effect from the due date of the first unpaid Premium. Where the Premium is not paid on or before due date, benefit under this Policy shall

not be available for the period beginning on Premium due date and ending on date of Premium payment.

g) We will not accept part payment of the Premium.

h) Premiums are payable by you without any obligation on us to issue a reminder notice to you.

i) Where the Premiums have been remitted otherwise than in cash, the application of the Premiums received is conditional upon the realization of the proceeds of the instrument of payment, including electronic mode. The Company will have sole discretion whether or not to permit payment of Premium in cash (including renewal Premium(s))

j) The benefits payable under this Policy will be paid after deduction of the Premium fallen due during the then current Policy Year, if such Premium has remained unpaid.

k) If you suspend payment of Premium for any reason whatsoever, Part D Clause 1 (Lapsed Policies) shall apply and we shall not be held liable for any loss of benefits.

3. **Premium Guarantee**

Premium rates if and when revised, shall be guaranteed to the policyholder until subsequent review (or the remaining Policy Term, if lower) by the Company. The Company shall review the Premiums at the end of three years from the date of approval of the product by the Authority. Upon the completion of three Policy Years, the Premiums may be revised by us subject to IRDAI's approval. Any revision in the Premium rates shall be notified to you at least three months prior to the date of such revision and you will be given a period of 30 days from Premium due date (on or after the effective date of change) to continue the Policy. If you fail to pay the revised Premium within 30 days of Premium due date, the Policy will lapse. All terms and conditions applicable to a lapsed Policy as outlined in Part D Clause 1 shall apply. Premium rates, if and when revised, shall be guaranteed for a subsequent block of three years.

Part D

1. Lapsed Policies

a) On cessation of payment of Premiums during the Premium Paying Term the Policy will lapse without value.

b) No benefits shall be payable under a lapsed Policy.

2. Renewability

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

3. Revival of the Policy

a) The Company may agree to reinstate a policy as per the Company's Board Approved Underwriting Policy.

b) Currently, the application for the revival should be made within two years from the due date of the first unpaid Premium and before the expiry of the Policy Term. The revival will be subject to satisfactory evidence of good health being provided by the Life Assured and payment of outstanding Premiums with interest. The current interest rate applicable for revivals is 9% per annum. The revival interest rate will be reviewed on a half-yearly basis. Once the Policy is revived, you are entitled to receive all benefits under this Policy from the date of such revival.

c) Revival/ reinstatement request will attract the following:

- If the Policy is revived within 60 days of first unpaid premium due date, only the remaining part of Waiting Period under Part F (Clause 1), will apply.
- If the Policy is revived after 60 days of first unpaid premium due date, full 180 days Waiting Period will apply afresh.

4. Alterations

No alterations are permissible under the Policy after Inception of Policy except for change in Frequency of Premium Payment.

5. Loans

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

6. Free Look Cancellation

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

7. Grace Period

A Grace Period of 30 days, where the Frequency of Premium Payment is other than monthly mode and 15 days in case of monthly mode, is allowed for the payment of Premium after the first Premium. If any Premium remains unpaid after the expiry of the Grace Period, your Policy shall lapse without any value as described in Part D Clause 1, with effect from the due date of the first unpaid Premium. Where

the Premium is not paid on or before due date, benefit under this Policy shall not be available for the period beginning on Premium due date and ending on date of Premium payment.

Part E - Charges

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

Part F - General Terms & Conditions

1. **Cooling off Period, Waiting Period and Survival Period**

Waiting Period: A Waiting Period of 180 days will apply from the Date of Risk Commencement. No claim shall be payable for any disease/disorder of the heart ~~or its signs or symptoms~~ having occurred and/or hospitalization and/or treatment (availed or advised) for the same within the Waiting Period.

The Company shall terminate the Policy and no future Premiums and benefits shall be payable where a claim is made for any disease/disorder of the heart ~~or its signs or symptoms~~ having occurred and/or hospitalization and/or treatment (availed or advised) for the same within the Waiting Period and the Premiums paid by the Policyholder from the Date of Risk Commencement of the Policy ~~or from the date of revival, as applicable,~~ shall be refunded without any interest.

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

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

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

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

- Scenario 1: Recurrence of Covered Condition

Cooling off Period	12 months
Benefit Amount	Nil

- Scenario 2: Occurrence of Other Covered Condition from the same or lower severity condition.

Cooling off period	6 months
Benefit Amount	Nil

- Scenario 3: Occurrence of Other Covered Condition from higher severity condition.

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

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

Cooling off Period	Nil
Benefit Amount	Applicable benefit amount

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

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

2. Exclusions

Unless expressly stated to the contrary in this Policy, we will not make any payment for any claim in respect of Life Assured if it is directly or indirectly- caused by or aggravated directly or indirectly by or arises from or is in any way attributable to any of the following:

1. No benefits will be payable for any condition(s) which is a direct or indirect result of any Pre-Existing Disease unless Life Assured has disclosed the same at the time of Proposal or date of reinstatement whichever is later and the company has accepted the same. Any investigation or treatment for any Illness, disorder, complication or ailment arising out of or connected with the pre-existing Illness shall be considered part of that Pre-existing Disease.
2. Any disease/disorder of the heart ~~or its signs or symptoms~~ having occurred and/or Hospitalization and/or treatment (availed or advised) for the same within the Waiting Period.
3. Failure to seek or follow Medical Advice or the Life Assured has delayed medical treatment in order to circumvent the Waiting Period or other conditions and restriction applying to this Policy.
4. Self-inflicted injuries, suicide, insanity, and immorality, and deliberate participation of the Life Assured in an illegal or criminal act.
5. Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified Medical Practitioner.
6. Radioactive contamination due to nuclear accident.
7. Engaging in hazardous sports / pastimes, i.e. taking part in (or practising for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off pastel skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport, bungee jumping, hand gliding etc. or any Injury, sickness or disease received as a result of aviation (including parachuting or skydiving), gliding or any form of aerial flight other than as a fare-paying passenger or crew on a licensed passenger-carrying commercial aircraft operating on regular routes and on a scheduled timetable unless agreed by special endorsement.
8. Any heart disease in the presence of HIV infection / AIDS.

3. Age Admitted

The Company has calculated the Premiums under the Policy on the basis of the age of the Life Assured as declared in the Proposal. In case you have not provided proof of age of the Life Assured with the Proposal, you will be required to furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. In the event the age so admitted ("Correct Age") during the Policy Term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938 as amended from time to time, we shall take one of the following actions: **(1)** If eligible, and if the Correct Age is found to be higher, the benefit payable under this Policy, Rider, if any, shall be after deduction of such difference of Premium (i.e. difference in Premium paid based on age declared in

the Proposal and Premium based on the Correct Age) along with interest thereon. In such cases, before calculating the amount of benefit payable, the Policy shall be subject to re-underwriting and the Sum Insured shall be subject to eligibility as per underwriting norms and the Premium to be deducted shall be calculated proportionately on such Sum Insured payable. If the Correct Age is found to be lower, excess Premiums without any interest shall be refunded. **(2)** If ineligible for the Policy basis the Correct Age, the Policy shall be void-ab-initio and the total Premiums paid shall be refunded without interest after deducting all applicable charges like medical, Stamp Duty, risk etc.

4. Claims Procedure

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

(1) The Life Assured survives for a period of 30 days from the date of Occurrence/recurrence of the Covered Condition;

(2) The Occurrence/recurrence takes place within the Policy Term. However, if the survival period crosses the end point of Policy Term, a valid claim arising as a result of such an Occurrence/recurrence shall not be denied;

(3) The standard Policy provisions specified in Part F Clause 1 (Cooling Off Period and Waiting Period), Clause 2 (Exclusions) and Clause 8 (Incorrect Information and Non Disclosure) are not attracted;

(4) The Policy has not lapsed or been cancelled or terminated;

(5) Where the Premium is not paid on or before due date, benefit under this Policy shall not be available for the period beginning on Premium due date and ending on date of Premium payment.

(6) All relevant documents in support of the claim have been provided to the Company. These would normally include the following:

- Fully completed claim form (including NEFT details),
- Original Policy document,
- Claimant's identity and residence proof,
- Advance discharge voucher,
- A copy of medical records for diagnosis & treatment attested by treating doctor,
- A copy of past medical records attested by self,
- Attending physician statement,
- Usual family doctor certificate,
- Employer certificate (if applicable), and
- Depending on the circumstances, further documents may be called for as we deem fit.

(7) The claim is required to be intimated to us along with all necessary claim documents required within 60 days from the date of diagnosis of the condition. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant.

(8) In the event of a claim, provisions of Section 45 of the Insurance Act 1938, as amended from time to time, will apply.

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

(10) However, where the circumstances of a claim warrant an investigation in the opinion of the

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

5. Assignment or Transfer

This Policy cannot be assigned or transferred.

6. Nomination

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

7. Issuance of Duplicate Policy

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

8. Incorrect Information and Non-Disclosure

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

9. Policy on the Life of a Minor

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

10. Taxes

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

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

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

(1)This Policy is subject to:

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

(2)We reserve the right to change any of these Policy Provisions / terms and conditions in accordance

with changes in applicable Regulations or Laws, and where required, with IRDAI's approval.

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

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

12. Jurisdiction

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

13. Notices

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

HDFC Life Insurance Company Limited, 11th Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.
Registered Office: Lodha Excelus, 13th Floor, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi, Mumbai - 400011.
E-mail: service@hdfclife.com
Or such other address as may be informed by us.

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

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

Part G - Grievance Redressal Mechanism

1. Complaint Resolution Process

i. The customer can contact us on the below mentioned address 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 – 40001.
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 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. 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 reason for doing the same.

ix. In case the customer is not satisfied with the decision sent to him or her, he or she may contact our Grievance Redressal Officer within 8 weeks of the receipt of the communication at any of the touch points mentioned in the document, failing which, we will consider the complaint to be satisfactorily resolved.

x. The following is the escalation matrix in case there is no response within the prescribed timelines or if you are not satisfied with the response. The number of days specified in the below- mentioned escalation matrix will be applicable from the date of escalation.

Level	**Designation**	**Response Time**
1st Level	Sr. Manager - Customer Relations	10 working days
2nd Level (for response not received from Level 1)	Vice President - Customer Relations	10 working days
Final Level (for response not received from Level 2)	Sr. Vice President and Head Customer Relations & Principal Grievance Redressal Officer	3 working days

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

xi. If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO:155255
- Email ID: complaints@irda.gov.in
- Online- You can register your complaint online at http://www.igms.irda.gov.in/
- Address for communication for complaints by fax/paper:
  Consumer Affairs Department

Insurance Regulatory and Development Authority of India
9th floor, United India Towers, Basheerbagh
Hyderabad – 500 029, Telangana State (India)
Fax No: 91- 40 – 6678 9768

2. In the event you are dissatisfied with the response provided by us, you may approach the Insurance Ombudsman in your region. The contact details of the Insurance Ombudsman are provided below.

a. Details and addresses of Insurance Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat , Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674 - 2596461 /2596455 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Bldg., PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, BENGALURU – 560078. Tel No: 080-26652049/26652048 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
CHANDIGARH	Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh

	017. Tel.: 0172 - 2706196 / 2706468 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in			over bridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Arunachal Pradesh, Nagaland and Tripura
CHENNAI	Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)	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 : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
NEW DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, NEW DELHI-110 002. Tel.: 011 - 23239633 / 23237532 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi	JAIPUR	Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, JAIPUR – 302005. Tel: 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Rajasthan
GUWAHATI	Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Nr. Panbazar	Assam , Meghalaya, Manipur, Mizoram,	ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, 2nd Floor,	Kerala , Lakshadweep , Mahe – a

	Pulinat Bldg., Opp. Cochin Shipyard , M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	part of Pondicherry			Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
KOLKATA	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R.Avenue, KOLKATA - 700072 Tel No: 033-22124339/22124346 Fax: 22124341 Email: bimalokpal.kolkata@gbic.co.in	West Bengal , 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: bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh,			
			MUMBAI	Office of the Insurance	Goa,

	Ombudsman, 3rd Floor, Jeevan Seva Annexe,S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106960/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in	Mumbai Metropolitan Region excluding Navi Mumbai & Thane
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006 Tel No: 0612-2680952 Email id : bimalokpal.patna@gbic.co.in.	Bihar and Jharkhand
NOIDA	Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, NOIDA – 201301. Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in	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
PUNE	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet PUNE – 411030. Tel: 020-32341320 Email: Bimalokpal.pune@gbic.co.in	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.

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

Section 39 - Nomination by policyholder

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

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

Insurance Laws (Amendment) Act, 2015 (i.e 23.03.2015).

16) If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17) The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

Annexure II

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

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

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

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questioning age or adjustment based on proof of age submitted subsequently.

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