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 Easy Health ("Policy") being this document, 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 recognize 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 is 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 along with the original Policy, we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred by us for medical examination (if any) and stamp duty (if any).

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 listed below.

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

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

<< Designation of the Authorised Signatory >>

Branch Address: <<Branch Address>>
Agency/Intermediary Code: <<Agency/Intermediary Code>>
Agency/Intermediary Name: <<Agency/Intermediary Name>>
Agency/Intermediary Telephone Number: <<Agency/Intermediary mobile & landline number>>
Agency/Intermediary Contact Details: <<Agency/Intermediary address>>

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

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

POLICY DOCUMENT- HDFC LIFE EASY HEALTH

Unique Identification Number: <<101N110V02>>

Your Policy is a Regular Premium paying non participating non linked fixed benefit health plan. This 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 within named Policyholder and submitted to the Company along with the required documents, declarations, statements, any response given to the Short Medical Questionnaire (SMQ) by the Life Assured, and other information received by the Company from the Policyholder, Life Assured or on behalf of the Policyholder. 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.

POLICY SCHEDULE

Policy Number: <<_____>>
Client ID:<<_____>>

Policyholder Details

Name	<< >>
Address	<< >>

Life Assured Details

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

Policy Details

Date of Commencement of Policy	<<Date>>
Date of Risk Commencement	<< Risk Commencement Date >>
Date of Issue / Inception of Policy	<< Issue Date>>
Premium Due Date(s)	<<dd /month>>
Plan Option	<<>>
Sum Insured	<< >>
Annualized Premium	Rs. << >>
Premium Paying Term	5 years
Policy Term	5 years
Frequency of Premium Payment	Annually
Premium per Frequency of Premium Payment	Rs. << >>
Grace Period	30 days
Final Premium Due Date	<< dd/mm/yyyy >>
Cover Ceasing Date	<< dd/mm/yyyy >>

The premium amount is exclusive of taxes, other statutory levies and any underwriting extra premium.

NOMINATION SCHEDULE

Nominee's Name	<<Nominee-1 >>	<<Nominee-2 >>

Date of Birth of Nominee	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
Nomination Percentage	<< >> %	<< >> %
Nominee's Address	<< >>	<< >>
Appointee's Name (Applicable where the nominee is a minor)	<< >>	
Date of Birth of Appointee	<< dd/mm/yyyy >>	
Appointee's Address	**<< >>**	

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

Authorised Signatory

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 to us for necessary correction.

SPACE FOR ENDORSEMENTS

Part B

Definitions

The following capitalised terms wherever used in this Policy shall have the meanings given hereunder:

(1) ***Accident***- means a sudden, unforeseen and involuntary event caused by external, visible and violent means;
(2) ***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;
(3) ***Assignee–***means the person to whom the rights and benefits under this Policy are transferred by virtue of assignment under section38 of the Insurance Act,1938;as amended from time to time
(4) ***Assignment***- means a provision wherein the Policyholder can assign or transfer a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time;
(5) ***Authority/IRDAI–*** means Insurance Regulatory and Development Authority of India;
(6) ***Cancellation***- it defines the terms on which the policy contract can be terminated either by the insurer or the Life Assured by giving sufficient notice to other which is not lower than a period of fifteen days. This shall be subject to Section 45 of the Insurance Act, 1938 as amended from time to time;
(7) ***Company, company, Insurer, Us, us, We, we, Our, our*** – means or refers to HDFC Life Insurance Company Limited**;**
(8) ***Critical Illness(es)*** - The Critical Illnesses covered under this Policy document are as follows:

S.No	Name of Disease	**Definitions of Critical Illnesses**
1	Cancer of specified severity	A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma. The following are excluded – i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3. ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond; iii. Malignant melanoma that has not caused invasion beyond the epidermis; iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0 v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below; vi. Chronic lymphocytic leukaemia less than RAI stage 3 vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification, viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
2	Myocardial Infarction	The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria: i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain) ii. New characteristic electrocardiogram changes iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers. The following are excluded: i. Other acute Coronary Syndromes

		ii. Any type of angina pectoris iii. A rise in cardiac biomarkers or Troponin T or I in absence of overtischemic heart disease OR following an intra-arterial cardiac procedure.
3	Kidney Failure requiring regular dialysis	End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.
4	Stroke resulting in permanent symptoms	Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced. The following are excluded: i. Transient ischemic attacks (TIA) ii. Traumatic injury of the brain iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.
5	Alzheimer's Disease / Irreversible Organic Degenerative Brain Disorders	Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's Disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Life Assured. This diagnosis must be supported by the clinical confirmation of an appropriate Registered Medical practitioner who is also a and supported by the Company's appointed doctor. The following are excluded: • Non-organic disease such as neurosis and psychiatric illnesses; and • Alcohol-related brain damage.
6	Apallic Syndrome	Universal necrosis of the brain cortex with the brainstem remaining intact. Diagnosis must be confirmed by a neurologist acceptable to the Company and the condition must be documented for at least one month.
7	Benign Brain Tumour	Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist. i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or ii. Undergone surgical resection or radiation therapy to treat the brain tumor. The following conditions are excluded: Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.
8	Coma of specified severity	A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following: i. No response to external stimuli continuously for at least 96 hours; ii. Life support measures are necessary to sustain life; and iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma. The condition has to be confirmed by a specialist Medical Practitioner. Coma resulting directly from alcohol or drug abuse is excluded.
9	End Stage Liver Failure	Permanent and irreversible failure of liver function that has resulted in all three of the following: i. Permanent jaundice; and ii. Ascites; and iii. Hepatic encephalopathy. Liver failure secondary to drug or alcohol abuse is excluded.
10	End Stage	End stage lung disease, causing chronic respiratory failure, as confirmed and

	Lung Failure	evidenced by all of the following: i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 < 55mmHg); and iv. Dyspnea at rest.
11	Loss of Independent Existence	Confirmation by a consultant physician acceptable to the Company of the loss of independent existence due to Illness or trauma, which has lasted for a minimum period of 6 months and results in a permanent inability to perform at least three (3) of the Activities of Daily Living (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons). For the purpose of this benefit, the word "permanent", shall mean beyond the hope of recovery with current medical knowledge and technology. Activities of Daily Living are:- a) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means. b) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances. c) Transferring: the ability to move from a bed or an upright chair or wheelchair and vice versa. d) Mobility: The ability to move indoors from room to room on level surfaces. e) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene. f) Feeding: the ability to feed oneself once food has been prepared and made available. The following is excluded: Any injury or loss as a result of War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion
12	Blindness	Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident. The Blindness is evidenced by: i. corrected visual acuity being 3/60 or less in both eyes or ; ii. the field of vision being less than 10 degrees in both eyes. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.
13	Third Degree Burns	There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.
14	Major Head Trauma	Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes. The Accidental Head injury must result in an inability to perform at least three (3)of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology. The following are excluded: i. Spinal cord injury
15	Motor Neurone Disease With Permanent	Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor

	Symptoms	dysfunction that has persisted for a continuous period of at least 3 months.
16	Multiple Sclerosis with persisting symptoms	The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following: i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months. Other causes of neurological damage such as SLE ~~and HIV are~~ is excluded.
17	Permanent Paralysis of Limbs	Total and irreversible loss of use of two or more limbs as a result of Injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.
18	Parkinson's Disease	Unequivocal Diagnosis of Parkinson's disease by a Registered Medical Practitioner who is a neurologist where the condition: ▪ cannot be controlled with medication; ▪ shows signs of progressive impairment; and ▪ Activities of Daily Living assessment confirms the inability of the Life Assured to perform at least 3 of the Activities of Daily Living as defined in the Policy, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons Only idiopathic Parkinson's disease is covered. Drug-induced or toxic causes of Parkinson's Disease are excluded

(9) ***Date of Risk Commencement*** - means the date, as stated in the Policy Schedule, on which the insurance coverage under this Policy commences;

(10) ***Dental Treatment*** - means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery

(11) ***Frequency of Premium Payment*** – means the period, as stated in the Policy Schedule, between two consecutive Premium due dates for the Policy;

(12) ***Grace Period*** - means the specified period of time immediately following the Premium due date during which a payment can be made to renew or continue a Policy in force without loss of continuity benefits such as waiting periods and coverage of Pre Existing diseases. Coverage is not available for the period for which no Premium is received;

(13) ***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) and the said act Or complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- 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;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;

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

(15) ***Illness*** - means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

- **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
- **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
  - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests

- it needs ongoing or long-term control or relief of symptoms
- it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
- it continues indefinitely
- it recurs or is likely to recur

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

(17) ***Inpatient*** - means treatment for which the Life Assured stays in a Hospital for more than 24 hours for a covered event;

(18) ***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;

(19) ***Life Assured*** – means the person as stated in the Policy Schedule on whose life the contingent events have to occur for the Benefits to be payable. The Life Assured may be the Policyholder;

(20) ***Medical Advice*** – means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription;

(21) ***Medical Practitioner*** - means a person who holds a valid registration from the Medical Council of any State or Medical Council of Indian Council 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 his license. The person must be qualified in allopathic system of medicine and shall not be the Life Assured himself/herself;

(22) ***Medically Necessary*** treatment - means any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which:

- is required for the medical management of the Illness or Injury suffered by the Life Assured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a Medical Practitioner;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India;

(23) ***Nomination*** - is the process of nominating a person(s) who is (are) named as "Nominee(s)" in the proposal form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

(24) ***Nominee –*** means the person named by the Policyholder (who is also the Life Assured) under this policy and registered with us in accordance with the Nomination Schedule, who is authorized to receive the Death Benefit under this Policy, on the death of the Life Assured;

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

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

(27) ***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 within the Grace Period;

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

(29) ***Pre-Existing Disease –*** means any condition, ailment, injury or disease that is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or for which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.

(30) ***Premium(s)*** – 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 and levies;

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

(32) ***Reinstatement Date*** - means the date when reinstatement is approved by us;

(33) ***Revival of a Policy*** - means restoration of the Policy, with the benefits mentioned in the Policy document, with or without rider benefits, if any, upon the receipt of all the Premiums due and other charges/late fee, if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Assured on the basis of the information, documents and reports furnished by the Policyholder;

(34) ***Revival Period*** - means the period of five consecutive years from the due date of first unpaid Premium, during which period the Policyholder is entitled to revive the Policy, in accordance with the terms of Revival of a Policy;

(35) ***Sum Insured*** - means the face value of the Policy contracted between you and us. All the morbidity benefits applicable under the product have been expressed as a proportion of this amount;

(36) ***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 of suffering or prolongation of life, performed in a Hospital or Day Care Centre by a Medical Practitioner.

(37) ***Surrender*** - means complete withdrawal/ termination of the entire Policy.

Part C

1. Benefit Description

This product offers the Life Assured an option to choose any 1, 2 or all 3 of the following benefit option(s):

- Daily Hospital Cash Benefit Option (DHCB)
- Surgical Benefit Option (SB)
- Critical Illness Benefit Option (CIB)

Thus, product offers 7 Plan Options as mentioned below:

Plan option	Benefits covered
A	DHCB
B	SB
C	CIB
D	DHCB + SB
E	SB + CIB
F	DHCB + CIB
G	DHCB + SB + CIB

The Policy shall terminate on exhaustion of all the benefit payments under the chosen Plan Option or completion of the Policy Term, whichever is earlier.

Further the Policyholder shall only pay Premium for the benefit(s) as long as the benefit(s) have not been exhausted. The Premium payable throughout the Policy Term for all benefits shall depend on age at entry of the Policyholder.

The Policyholder shall have the option to choose one of the above Plan Options at the time of Policy inception only.

Any claim towards the covered benefit shall be payable if it is incurred during the Policy Term and shall be paid subject to terms, conditions, exclusions and waiting period mentioned herein.

(1) **Daily Hospital Cash Benefit Option:**

i. In the event of Hospitalization of Life Assured due to any injury, sickness or disease, the Daily Hospital Cash Benefit shall be payable.
ii. In case of admission in non ICU rooms, 1% of the Sum Insured will be payable for a maximum period of 20 days in a Policy Year subject to a maximum limit of 60 days during the entire Policy Term.
iii. In case of admission in ICU rooms, 2% of the Sum Insured will be payable for a maximum period of 10 days in a Policy Year subject to a maximum limit of 30 days during the entire Policy Term.
iv. The ICU and non ICU benefits will be independent and subject to their respective limits as mentioned above.
v. The benefit will be payable as a lump sum amount after the completion of each continuous Hospitalisation for more than 24 hours as a result of injury, sickness or disease subject to the limits specified above. The benefit amount payable will be calculated as mentioned below:

Daily Hospital Cash Benefit * (Number of Days admitted - 1)

vi. A waiting period of 60 days as mentioned under Part F (Clause 1) is applicable for availing the Daily Hospital Cash Benefit failing which we will not pay any benefit to the Life Assured.
vii. In case the maximum benefit limits applicable during the Policy Term, as described above, have been used up, the cover for Daily Hospital Cash Benefit shall cease for the Life Assured for the remaining Policy Term. However, the Surgical Benefit and Critical Illness Benefit, (if applicable and subject to conditions mentioned under the respective benefits) will continue to be in force.

Surgical Benefit:

i. Surgical Benefit shall be payable, provided all the following conditions are satisfied:
   a) The Life Assured has undergone any of the 138 Surgeries listed in Annexure I;
   b) The Surgery is performed by a qualified surgeon for a surgical operation;
   c) The Surgery is performed at a Hospital due to injury or sickness for the covered Surgical Procedures, advised by an independent Medical Practitioner and the Policy is in force and;
   d) During the Policy Term.

ii. In case the Life Assured has to undergo a Surgery during the Policy Term, then the benefit payable (a fixed % of Sum Insured) shall be ascertained on the basis of the Category of the Surgery as shown below:

Category 1	Category 2	Category 3	Category 4
100% of the Sum Insured	60% of the Sum Insured	40% of the Sum Insured	20% of the Sum Insured

iii. The Policyholder is allowed to make multiple claims up to maximum of 100% of the Sum Insured during the Policy Term.

iv. The Policyholder shall not be allowed to claim for the same Surgery more than once. However, multiple claims from the same category can be made.

v. In case 100% of the Sum Insured has been used up, the cover for Surgical Benefit will cease for the Life Assured for remaining Policy Term. However, the Daily Hospital Cash Benefit and Critical Illness Benefit (if applicable subject to conditions mentioned under the respective benefits) will continue to be in force.

vi. A waiting period of 60 days as mentioned under Part F (Clause 1) is applicable for availing the Surgical Benefit failing which we will not pay any benefit to the Life Assured.

(2) **Critical Illness Benefit:**

i. A lump sum benefit equal to the 100% of the Sum Insured shall be payable, if the Life Assured survives for 30 days following the diagnosis of any of the specified Critical Illnesses mentioned under Part B of this Policy and the Policy is in force on the date of the diagnosis.

ii. If the diagnosis of the Critical Illness is made within the Policy Term and the 30 days survival period crosses Policy Term, a valid claim arising as a result of such a diagnosis within the Policy Term shall not be denied.

iii. Critical Illness Benefit will be payable only once during the Policy Term.

iv. A waiting period of 90 days as mentioned under Part F (Clause 1) is applicable for availing the Critical Illness Benefit failing which we will not pay any benefit to the Life Assured.

v. In case Critical Illness occurs due to an injury caused due to Accident (such as Major Head Trauma) waiting period will not be applicable.

(3) Upon the payment of Critical Illness benefit, the benefit shall terminate for the remaining Policy Term. However the Daily Hospital Cash Benefit and Surgical Benefit (if applicable and subject to conditions mentioned under the respective benefits) will continue to be in force).

2. Maturity Benefit

No benefit is paid on maturity and the Policy shall terminate.

3. Surrender Benefit

No Surrender value shall be payable under this Policy.

4. Death Benefit

No benefit is payable on death of the Policyholder/Life Assured and the Policy shall terminate.

5. Cancellation of the Policy by the Policyholder

No benefit under this Policy shall be payable to the Policyholder on Cancellation of the Policy by the Life Assured.

6. Paid-Up Benefit

If the Premium payment is discontinued during the Premium Paying Term, the Policy will lapse without any value. For additional clarity, no Paid-Up benefit is payable under this Policy.

7. Payment of Premiums Due

(1) 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 and as per the Plan Option chosen set out in your Policy Schedule.

(2) Premiums under the Policy can be paid on yearly basis as per the Frequency of Premium Payment and as set out in the Policy Schedule.

(3) Advance Premiums:
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.

(4) Any Regular Premiums paid before the Due Date will be deemed to have been received on the Due Date for that Regular Premium.

(5) A Grace Period of not more than 30 days is allowed for the payment of each renewal Premium after the first Premium. We will not accept part payment of the Premium. The policy is considered to be in-force with the risk cover during the grace period without any interruption.

(6) A Premium will be deemed to remain unpaid if the Premium amount has not been realised by us. If any Premium remains unpaid after the expiry of the Grace Period, your Policy may lapse as described in Part D, with effect from the due date of the first unpaid Premium and the Benefits under such Policy shall be payable accordingly.

(7) Premiums are payable by You without any obligation on us to issue a reminder notice to You.

(8) 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.

(9) 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.

(10) If you suspend payment of Premium for any reason whatsoever, Part D (Clause 2) may apply and we shall not be held liable for any loss of Benefits.

(11) Revised Premium shall be applicable as per the revised Plan Option basis the remaining Benefits of the Policyholder on the Policy Anniversary.

8. Premium Guarantee

As required under Section 10.C) of the IRDAI (Health Insurance) Regulations, 2016, the Premiums shall remain unchanged for a period of three years from the Risk Commencement Date of the Policy.
Upon the completion of three Policy years, the Premiums may be revised subject to IRDAI's approval. Any revision in the tabular Premium rates shall be notified to the policyholder at least three months prior to the date of such revision and will be given a Grace Period of 30 days from the date of Premium due (on or after the effective date of change) to renew the Policy. If you do not pay due revised Premium before the expiry of Grace Period, the Policy will lapse with effect from the Premium due date.

Premium rates if and when revised, shall be guaranteed to the Policyholder for a subsequent period of three years (or the remaining Policy Term, if lower).

In case, the Premium is modified, you will be notified of the change in Premium rates 3 months before the change is effected

Part D

1. Claims Procedure

You have the option to claim under the Policy subject to Policy terms, conditions and exclusions mentioned herein.

(1) **Documents Required**

The claims must be submitted along with following documents in original:

- Duly filled and signed claim form in original
- Copy of Policy document (self attested copy)
- Claimant's residence and identity proof (For all claims greater than Rs. 1 lakh)
- Cancelled personalized cheque or copy of first page of passbook in case of non personalized cheque
- Discharge Summary (self attested copy)
- Final Hospital Bill (self attested copy)
- Medical records (self attested copies)
    - Consultation notes
    - Laboratory reports
    - X- Ray and MRI films
- Self declaration of 30 day survival
- Operating Theatre Notes (for Surgical Cash benefit)

Please note that above is an indicative list of required documents and we reserve the right to call for additional documents or raise further requirements.

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, provided valid reasons are given for the delay.

(2) **Right to call for second opinion**

In the event of any doubt regarding the appropriateness or correctness of the claimed diagnosis and/or treatment, the Company shall have the right to call for a medical examination by a Medical Practitioner appointed by the Company. The expenses incurred for the medical examination for the purpose of this Clause shall be borne by the Company. The evidence used from such examination, and the opinion of the Medical Practitioner as to the diagnosis and/or treatment shall be considered final and binding on the Policyholder.

(3) **Right to verify the claim**

i. In the event of any doubt regarding the appropriateness or correctness of the claimed diagnosis and/or treatment and/or amount being claimed and/or incidence of Hospitalization itself, the Company shall have the right to inspect and verify Life Assured's medical and Hospital records and other facts to establish veracity of the claim.

ii. If the results of the investigation suggest inappropriateness or differences in the claimed diagnosis and/or treatment and/or amount being claimed and/or incidence of Hospitalization itself then the Company will decline the claim.

iii. Where the results of such investigation suggest fraud or foul play, then the Company will act in accordance with provisions of Clause 9 of Part F.

(4) **Penal Interest**

Upon acceptance of a claim, if the payment of the amount due is not made within 30 days from the date of receipt of all requirements by us, for any delay exceeding 30 days we will pay interest on the amount due at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by us.

2. Policy Lapse

If you do not pay Premiums until expiry of Grace Period, the Policy will lapse with effect from the Premium Due Date.

3. Reinstatement/Revival of Lapsed Policy

(1) A lapsed Policy can be revived within 5 years from the subject to the terms and conditions we may specify from time to time.

(2) All pending Premium should be immediately paid along with any interest that is advised by us. The current interest used for revival is 9.5%

(3) Any agreement to revive or reinstate would be subject to satisfactory evidence of good health

(4) If the Policy is revived within 60 days, only the remaining part of all time bound exclusions and waiting period will apply.

(5) If the Policy is revived after 60 days, all time bound exclusions and waiting period will be applied afresh.

(6) The reinstatement request is required to be made for the Life Assured originally covered under the lapsed Policy.

4. Renewability

No renewability to this Policy is allowed after the expiry of the Policy Term.

5. Policy Alterations

No alterations to the Policy will be allowed during the Policy Term.

6. Free Look Option

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 along with the original Policy, we shall arrange to refund the Premium paid by you, subject to deduction of the proportionate risk Premium for the period on cover and the expenses incurred by us for medical examination (if any) and stamp duty (if any).

Part E
(Applicable charges, Fund name, fund options)

There are no additional charges under the Policy.

Part F

1. Waiting Period

- 60 days waiting period:
  For Daily Hospital Cash Benefit and Surgical Benefit we will not pay any benefits under this Policy for claims occurring within 60 days of the Date of Risk Commencement or Reinstatement Date whichever occurs later, except when caused by an Accident.
- 90 days waiting period:
  For Critical Illness claims a waiting period of 90 days from the Date of Risk Commencement or Reinstatement Date whichever occurs later shall apply.
- 1 or 2 years waiting period:
  In case of Hospitalization or treatment of any of the following injury, sickness, diseases or Surgical Procedure and any complications arising out of them during a period of 1 or 2 years (as applicable) from the Date of Risk Commencement or the Reinstatement, the Daily Hospital Cash Benefit or Surgical Benefit will not be payable.

Sr. No.	Injury / Sickness / Disease / Surgical Procedure - 1 year waiting list
1	Tonsillitis / Adenoiditis
2	Hernia (Inguinal / Ventral / Umbilical / Incisional)
3	Hydrocoele / Varicocoele / Spermatocoele
4	Piles / Fissure / Fistula / Rectal prolapsed
5	Benign Enlargement of Prostrate
6	Degenerative joint conditions
7	Lumps, nodules, cysts and polyps

Sr no.	Injury / Sickness / Disease / Surgical Procedure - 2 year waiting list
1	Cataract
2	Menstrual irregularities
3	Hysterectomy or Myomectomy for benign conditions
4	Deviated Nasal Septum /Sinusitis
5	Thyroid Nodule / Multi Nodular Goitre
6	Cholecystitis or stones of the gall bladder / pancreatic system
7	Stones of the urinary tract
8	Treatment of Prolapsed Inter Vertebral Disc
9	Diabetes and it's complications

Waiting period on Revival of Policy shall be as follows:

- On Revival:
  - If the Policy is revived within 60 days, only the remaining part of all time bound exclusions and waiting period will apply.
  - If the Policy is revived after 60 days, all time bound exclusions and waiting period will be applied afresh.

2. Exclusions

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

1. Treatment for congenital disease or deformity, including physical defects present from birth will not be covered by the Policy;
2. Hospitalization and/or Surgery is/are not in accordance with the diagnosis and treatment of the condition for which the Hospital confinement or Surgery was required;
3. Any condition with respect to the covered benefits, for which the Life Assured had signs or symptoms, and/or was diagnosed, and/or received medical advice/treatment within the waiting period;
4. Elective Surgery or treatment which is not Medically Necessary;
5. Weight reduction or weight improvement regardless of whether the same is caused (directly or indirectly) by a medical condition;
6. Study and treatment of sleep apnoea;
7. Routine eye tests, any Dental Treatment or Surgery of cosmetic nature, extraction of impacted tooth/teeth, orthodontics or orthognathic surgery, or tempero-mandibular joint disorder except as necessitated by an accidental injury and warranting Hospitalization;
8. Outpatient treatment;
9. Hospitalization and/or Surgery relating to infertility or impotency, sex change or any treatment related to it, abortion, sterilization and contraception including any complications relating thereto;
10. Hospitalization and/or Surgery for treatment arising from pregnancy and it's complications which shall include childbirth or miscarriage;
11. Hospitalisation primarily for any purpose which in routine could have been carried out on an out-patient basis and which is not followed by an active treatment or intervention during the period of Hospitalization;
12. Experimental or unproven procedures or treatments, devices or pharmacological regimens of any description (not recognized by Indian Medical Council) or Hospitalization for treatment under any system other than allopathy;
13. Any mental or psychiatric condition including but not limited to insanity, mental or nervous breakdown / disorder, depression, dementia or psychosomatic disorders. Alzheimer's disease will also be excluded from all the covered benefits except Critical Illness;
14. Convalescence, rest cure, sanatorium treatment, rehabilitation measures, respite care, long term nursing care or custodial care and general debility or exhaustion (run down condition);
15. Directly or indirectly arising from alcohol, drug unless taken in accordance to the dosage and duration as prescribed by the independent Medical Practitioner, or substance abuse and any Illness or accidental physical injury which may be suffered after consumption of intoxicating substances, liquors or drugs;
16. Directly or indirectly arising from or consequent upon war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism, rebellion, active participation in strikes, riots or civil commotion, revolution, insurrection or military or usurped power, and;
18. Cosmetic or plastic Surgery except to the extent that such Surgery is necessary for the repair of damage caused solely by accidental injuries, cancer or burns;
19. Treatment of xanthelesema, acne and alopecia; circumcision unless necessary for treatment of a disease or necessitated due to an Accident
20. Nuclear disaster, radioactive contamination and/or release of nuclear or atomic energy;
21. Injury or Illness caused by intentionally self-inflicted injuries; or any attempts of suicide while sane or insane; or deliberate exposure to exceptional danger (except in an attempt to save human life);

22. Injury or Illness caused by violation or attempted violation of the law, or resistance to arrest; or by active participation in an act with criminal intent.
23. Injury or Illness caused by professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, and any other hazardous activities or sports unless agreed by special endorsement;
24. Hospitalization where the Life Assured is a donor for any organ transplant;
25. Any injury, sickness or disease received as a result of aviation, gliding or any form of aerial flight other than other than on a scheduled commercial airline as a bona fide passenger (whether fare paying or not), pilot or crew member;
26. Treatment to relieve symptoms caused by ageing, puberty, or other natural physiological cause, such as menopause and hearing loss caused by maturing or ageing;
27. Artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health;
28. Treatment of abnormalities, deformities, or Illnesses present only because they have been passed down through the generations of the family;
29. Treatment for, or related to developmental problems, including Learning difficulties, such as dyslexia and behavioural problems, including Attention Deficit Hyperactivity Disorder (ADHD).

In addition to the above, no Critical Illness Benefit will be payable for any of the following:

1. Date of diagnosis within 90 days from Date of Commencement of the Policy or Reinstatement Date of the Policy;
2. Critical Illness Benefit, where death occurs within 30 days of the date of diagnosis;
3. Policy in the lapsed condition as on the date of diagnosis;
4. More than one claim in respect of Critical Illness Benefit;
5. Non-fulfilment of eligibility criteria for Critical Illness Benefit covered under the Policy.

3. Assignment or Transfer

Assignment or transfer of this Policy shall be in accordance with a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. Simplified version of the provisions of Section 38 is enclosed in Annexure IV for reference.

4. 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 II for reference.

5. Age Admitted

The Company has calculated the Premium(s) 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 ((i) If eligible, and if the Correct Age is found to be higher, the benefit payable under this Policy shall be after deduction of such difference of Premium (i.e difference in Premium paid based on age declared in the Proposal and Premium based on the Correct Age) along with interest thereon. In such cases, before calculating the amount of benefit payable, the Policy shall be subject to re-underwriting and the Sum Insured shall be subject to eligibility as per underwriting norms and the Premium to be deducted shall be calculated proportionately on such Sum Insured payable. If the Correct Age is found to be lower, excess Premium(s) without any interest shall be refunded. (ii) If ineligible for the Policy basis the Correct Age, the Policy shall be void-ab-initio and the total Premium(s) paid shall be refunded without interest after deducting all applicable charges like medical(if any), Stamp Duty(if any), risk etc.

6. 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,

an affidavit duly stamped along with KYC documents. Additional charges may be applicable for issuance of the duplicate Policy.

7. Withdrawal of Product

This product may be withdrawn by the Company in the future. Any withdrawal will only be done after obtaining prior approval from the IRDAI. The options available to You on such withdrawal of the Product, will be as per approval granted by IRDAI and may include the option to shift to a similar product available with Us at that time.

8. Indirect and Direct Taxes

a) Indirect Taxes

Taxes and levies 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.

b) Direct Taxes

Taxes 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, as amended from time to time.

9. 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

10. 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 Insurance Regulatory and Development Authority of India (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.

11. Jurisdiction:

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

12. 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, 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.

Part G
(Grievance Redress Mechanism)

1. Complaint Resolution Process

(i) The customer can contact us on the below mentioned address or at any of our branches in case of any complaint/ grievance:

Grievance Redressal Officer
HDFC Life Insurance Company Limited
11th Floor, Lodha Excelus, Apollo Mills Compound,
N. M. Joshi Marg, Mahalaxmi, Mumbai, Maharashtra - 400011
Tel: 022-67516666, Helpline number: 18602679999 (Local charges apply)
E-mail: service@hdfclife.com

Our senior citizen customers can now avail of a privileged service to have their query/grievance addressed by simply giving a missed call on 8000006607 from their registered phone number. One of our specialists will call back to assist further.

(ii) All grievances (Service and sales) received by the Company will be responded to within the prescribed regulatory Turn Around Time (TAT) of 15 days.

(iii) Written request or email from the registered email id is mandatory.

(iv) If required, we will investigate the complaints by taking inputs from the customer over the telephone or through personal meetings.

(v) We will issue an acknowledgement letter to the customer within 3 working days of the receipt of complaint.

(vi) The acknowledgement that is sent to the customer has the details of the complaint number, the Policy number and the Grievance Redressal Officer's name who will be handling the complaint of the customer.

(vii) If the customer's complaint is addressed within 3 days, the resolution communication will also act as the acknowledgment of the complaint.

(viii) The final letter of resolution will offer redressal or rejection of the complaint along with the appropriate reason for the same.

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

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

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

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

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

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255/ 18004254732
- Email ID: complaints@irda.gov.in
- Online- You can register your complaint online at http://www.igms.irda.gov.in/
- Address for communication for complaints by fax/paper:
  General Manager
  Consumer Affairs Department – Grievance Redressal Cell
  Insurance Regulatory and Development Authority of India
  Sy No. 115/1, Financial District,
  Nanakramguda, Gachibowli,
  Hyderabad – 500 032

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

A. Details and addresses of Insurance Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat , Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , Chandigarh

CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481 / 23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe – a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh,

		Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.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
PATNA	Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in.	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan

	Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Region

B. Power of Ombudsman-

1) The Ombudsman shall receive and consider complaints or disputes relating to—

   (a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
   (b) any partial or total repudiation of claims by the Company ;
   (c) disputes over premium paid or payable in terms of insurance policy;
   (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
   (e) legal construction of insurance policies in so far as the dispute relates to claim;
   (f) policy servicing related grievances against insurers and their agents and intermediaries;
   (g) issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
   (h) non-issuance of insurance policy after receipt of premium in life insurance; and
   (i) any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).

2) The Ombudsman shall act as counsellor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.

3) The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.

4) The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Clause (C) provided herein below.

C. Manner in which complaint is to be made -

1) Any person who has a grievance against the Company, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company complained against or the residential address or place of residence of the complainant is located.

2) The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the Company against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

3) No complaint to the Insurance Ombudsman shall lie unless—

   (a) the complainant makes a written representation to the Company named in the complaint and—
      i. either the Company had rejected the complaint; or
      ii. the complainant had not received any reply within a period of one month after the Company received his representation; or
      iii. the complainant is not satisfied with the reply given to him by the Company;

   (b) The complaint is made within one year—

i. after the order of the Company rejecting the representation is received; or
ii. after receipt of decision of the Company which is not to the satisfaction of the complainant;
iii. after expiry of a period of one month from the date of sending the written representation to the Company if the Company fails to furnish reply to the complainant.

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

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

Annexure I

LIST OF 138 SURGERIES

- The Surgeries are divided into 4 Categories depending upon the severity

Category 1 - Surgeries (100% of the Sum Insured Payable)

Sr No	Surgery
1	Surgery of the Aorta
2	CABG (two or more coronary arteries) via open thoracotomy
3	Prosthetic replacement of Heart Valve
4	Heart/Heart-Lung Transplant
5	Lung Transplantation
6	Liver Transplantation
7	Renal transplant (recipient)
8	Proximal Aortic Aneurysmal repair by coronary artery transplantation

Sr No	Surgery
9	Bone Marrow transplant (as recipient)
10	Repair of Cerebral or Spinal Arterio-Venous Malformations or aneurysms
11	Craniotomy for malignant Cerebral tumors
12	Pineal Gland excision
13	Pituitary Gland excision
14	Excision of esophagus and stomach
15	Abdominal-Perineal Pull Through Resection of rectum with Colo-Anal Anastomosis

Category 2 - Surgeries (60% of the Sum Insured Payable)

Sr No	**Surgery**
16	Pericardiotomy / Pericardectomy
17	Permanent pacemaker Implantation in heart
18	Mitral valve repair
19	Aortic valve repair
20	Tricuspid valve repair
21	Pulmonary valve repair
22	Major Excision and grafting of Lymphedema
23	Splenectomy
24	Craniotomy for non malignant space occupying lesions
25	Operations on Subarachnoid space of brain
26	Craniotomy- Surgery on meninges of Brain
27	Other operations on the meninges of the Brain
28	Micro vascular decompression of cranial nerves/nervectomy
29	Pneumenectomy
30	Diaphragmatic/Hiatus Hernia Repair
31	Thoracotoplasty
32	Open Lobectomy of Lung

Sr No	**Surgery**
37	Total Laryngectomy
38	Excision of Diaphragmatic tumors
39	Total Esophagectomy
40	Total Gastrectomy
41	Complete excision of adrenal glands
42	Total thyroidectomy
43	Complete excision of Parathyroid gland
44	Total ear amputation with reconstruction
45	Trans mastoid removal cholesteatoma with extended Mastoidectomy
46	Major Nasal Reconstruction due to Traumatic lesions
47	Wide excision and Major reconstruction of malignant Oro-pharyngeal tumors
48	Partial Resection of Liver
49	Partial Pancreatectomy
50	Replantation of upper limb
51	Replantation of lower limb
52	Major reconstructive oro-maxillafacial Surgery due to trauma or burns and not for cosmetic purpose
53	Osteotomy including segmental resection with bone grafting for Mandibular and

			maxillary lesions
33	Open excision of benign mediastinal lesions	54	Hysterectomy for malignant conditions
34	Partial Extirpation of Bronchus	55	Radical prostatovesiculectomy
35	Partial Pharyngectomy	56	Penile replantation for post traumatic amputation
36	Total Pharyngectomy	57	Radical Mastectomy

Category 3 - Surgeries (40% of the Sum Insured Payable)

Sr No	Surgery	Sr No	Surgery
58	Coronary Angioplasty with stent implantation (two or more coronary arteries must be stented)	88	Prosthetic replacement of head of femur not using cement
59	Major vein repair with or without grafting for traumatic & nontraumatic lesions	89	Other prosthetic replacement of head of femur
60	Craniotomy for Drainage of Extradural, subdural or intracerebral space	90	Prosthetic replacement of head of humerus using cement
61	Entrapment syndrome-decompression Surgery	91	Prosthetic replacement of head of humerus not using cement
62	Unilateral or Bilateral sympathectomy	92	Other prosthetic replacement of head of humerus
63	Peripheral nerve Graft	93	Prosthetic replacement/articulation/other bone using cement
64	Free Fascia Graft for Facial Nerve Paralysis	94	Prosthetic replacement/articulation/other bone not using cement
65	Excision of deep seated peripheral nerve tumor	95	Other prosthetic replacement of articulation of other bone
66	Multiple Microsurgical Repair of digital nerve	96	Prosthetic interposition reconstruction of joint
67	Pleurectomy or Pleural decortications	97	Other interposition reconstruction of joint
68	Tracheal reconstruction for various lesion	98	Excision reconstruction of joint
69	Resection and Anastomosis of any part of digestive tract	99	Other reconstruction of joint
70	Open Surgery for treatment of Peptic Ulcer	100	Implantation of prosthesis for limb
71	Partial excision of adrenal glands	101	Amputation of arm
72	Subtotal/Partial Thyroidectomy	102	Amputation of leg
73	Partial excision of Parathyroid gland	103	Fracture fixation- Spine
74	Labyrinthotmy for various lesions	104	Elevation, Exploration and Fixation of fractured Zygoma
75	Total Glossectomy	105	Total nephrectomy(Not as transplant donor)
76	Orbit Tumor Exenteration /Flap reconstruction	106	Partial Nephrectomy
77	Cholecystectomy /Choledochotomy for various Gall bladder lesions	107	Open extirpation of lesion of kidney
78	Total hip replacement(With Cement)	108	Excision of ureter
79	Total hip replacement(Without	109	Total excision of bladder

	Cement)
80	Total hip replacement- Others
81	Total Knee replacement(With Cement)
82	Total Knee replacement(Without Cement)
83	Total Knee replacement- Others
84	Total prosthetic replacement of other joint using cement
85	Total prosthetic replacement of other joint not using cement
86	Other total prosthetic replacement of other joint
87	Prosthetic replacement of head of femur using cement

110	Kidney injury repair
111	Pyloplasty / Ureterocalcycostomy for pelvic ureteric junction obstruction
112	Penile Amputation repair
113	Excision of vagina
114	Unilateral or Bilateral excision of adnexa of uterus
115	Operations on frontal sinus

Category 4 - Surgeries (20% of the Sum Insured Payable)

Sr No	Surgery
116	Therapeutic Burr Hole on skull-Drainage of Extra-Dural, intra-Dural or intracerebral space
117	Artificial opening into stomach
118	Oral Leukoplakia- Wide excision
119	Corneal or Retinal Repair for Traumatic eye injuries
120	Penetrating injuries of the eye or repair of ruptured globe
121	Amputation of hand
122	Amputation of foot
123	Therapeutic knee Arthroscopy
124	Replantation of finger following traumatic amputation
125	Surgical Drainage and Curettage for osteomyelitis
126	Partial excision of bladder

127	Therapeutic ureteroscopic operations on ureter
128	Urinary diversion
129	Replantation of ureter
130	Unilateral or Bilateral excision of testes
131	Other operations on Scrotum and tunica vaginalis testis
132	Reconstruction of the testis
133	Open surgical excision and destruction of prostate tissue
134	Extirpation of lesion of vulva
135	Excision of vulva
136	Operations on maxillary antrum using sublabial approach
137	Simple Mastectomy
138	TIPS procedure for portal Hypertension

Annexure II

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.

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Annexure III

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

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Annexure IV

Section 38 - Assignment or Transfer of Insurance Policies

Assignment or transfer of a Policy should be in accordance with Section 38 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) This Policy may be transferred/ assigned, wholly or in part, with or without consideration.

(2) An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.

(3) The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.

(4) The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.

(5) The transfer or assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.

(6) Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.

(7) On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.

(8) If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.

(9) The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is a. not bonafide or b. not in the interest of the Policyholder or c. not in public interest or d. is for the purpose of trading of the insurance Policy.

(10) Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.

(11) In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.

(12) The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.

(13) Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR b. where the transfer or assignment is made upon condition that i. the proceeds under the Policy shall become payable to Policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR ii. the insured surviving the term of the Policy. Such conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

(14) In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and b. may institute any proceedings in relation to the Policy c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings.

(15) Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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