

Policy Document – IndusInd Nippon Life Cancer Shield Plan
A Non-Linked, Non-Participating, Fixed Benefit, Individual Pure Risk Health Insurance Plan

1. Part A

Forwarding Letter

<<OwnerName>>
<<Addrs1>>
<<Addrs2>>
<<Addrs3>>
<<Addrs4>>
<<Addrs5>>
<<Postcode>>
Telephone No.: << Telno >>

NO. OF YEARS YOU NEED TO PAY PREMIUM	
--------------------------------------------	--

Contract No.	<<contrNo>>
Client ID of Policyholder	<< ClntNo>>
Date	<< Policy Issue Date>>

Dear << OwnerName >>,

Thank you for choosing us for your insurance needs. IndusInd Nippon Life Insurance is committed to provide you a carefree life without worry.

This is your Policy Document of IndusInd Nippon Life Cancer Shield Plan (UIN – 121N153V01). The Policy Term is <<PT>> with Premium Payment Term of <<PPT>> years. Please read it carefully as this is a legal document.

Your Policy Document comprises of the following documents.

- First Premium Receipt
- Policy Schedule
- Copy of the filled-out Proposal Form
- Benefit Illustration and Customer Information Sheet
- Policy Terms & Conditions

1. Your Free look Period

Free look provision: You are provided with Free look Period of 30 days beginning from the date of receipt of Policy Document, whether received electronically or otherwise, to review the terms and conditions stipulated in the Policy Document. In the event You disagree to any of the Policy terms or conditions, or otherwise and have not made any claim, You shall have the option to return the Policy to the Company for cancellation, stating the reasons for the same. You are requested to take appropriate acknowledgement of Your request letter and return of Policy. Irrespective of the reasons mentioned, the Company shall refund the premium paid subject only to a deduction of a proportionate risk premium for the period of cover, if any and the expenses incurred by the Company on the medical examination, if any, and stamp duty charges.

Please note that if the Policy is opted through Insurance Repository ('IR'), the computation of the said Free look Period will be from the date of the email informing Policy credit in IR.

Any request received by the Company for Free look cancellation of the Policy shall be processed and premium shall be refunded within 7 days of receipt of the request.

2. Agent/Intermediary Details

Insurance Agent/Corporate Agent/Broker/Web Aggregator/Insurance Marketing Firm (IMF) Details
Insurance Agent/Corporate Agent/Broker/Web Aggregator/IMF Code: << Agent No >>
Insurance Agent/Corporate Agent/Broker/Web Aggregator/IMF Name:<< Agent Name >>
Insurance Agent/Corporate Agent/Broker/Web Aggregator/IMF Address: <<Agent Addr 1>><< Agent Addr2>> << AgentAddr3>><< Agent Addr4>><< Agent Addr5>><< Postcode>>

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Phone No: <<AGTelno>>, Mobile No: <<Agent_Mobno>>, Email ID: <<Agent_email>>

3. Claim Process

- Step 1:** Register claim with necessary documentation.
Step 2: Documents are verified, and claim is processed.
Step 3: Claim amount is disbursed.

3.1 Options to inform us



Visit your nearest branch



Post/Courier: The Claims Department, IndusInd Nippon Life Insurance Company Limited, Office no. 701 & 702, 7th floor, Silver Metropolis, Off Western Express Highway, Goregaon East, Mumbai –400063.



Email us @ <<claims@indusindnipponlife.com>>



Call us @ 1800-102-1010 (Tollfree)

4. How to login?

Visit a world of convenience in just 3 steps.

- Step 1:** Visit www.indusindnipponlife.com.
Step 2: Go to 'Login' option and then click on 'Customer portal'.
Step 3: Sign up with your client id/policy no. and your date of birth as password.

How to Login to the INLIC Customer Connect App?

Experience convenience at your fingertips in just 3 simple steps!

- Step 1:** Download the INLIC Customer Connect App from the Google Play Store or Apple App Store or simply scan the QR code provided on this page.
Step 2: Open the app and tap on the **Login** button.
Step 3: Log in using your **Client ID / Policy Number and Password** or use your **Mobile Number and OTP**.
With your Customer Connect App account, you can instantly access policy details, make premium payments, track service requests, and much more — anytime, anywhere.

Your online account gives you seamless access to every detail of your policy. Plus, it allows you to effortlessly manage transactions like premium payments, instant account updates, and much more, anytime, anywhere. Experience unparalleled ease and control with IndusInd Nippon Life Insurance today!

In case of any discrepancies in the above Policy Document please contact us within a maximum of 30 days of receiving this policy at 1800 – 102-1010 or customerservice@indusindnipponlife.com. In case we do not hear from you all the above details will be deemed as accurate and enforceable.

Yours sincerely,
<<Signature>>

Authorised Signatory

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1.1. Policy Preamble

This Policy Document is the evidence of the contract between IndusInd Nippon Life Insurance Company Limited (also referred to as “Company”) and the Policyholder. The terms listed in Part B (Definitions) of the Policy Document and used elsewhere in the Policy Document in Initial Capital letters shall have the meaning set out against them in Part B, wherever they appear in the Policy Document.

The Company agrees to pay the benefits, as stipulated in the Policy to the Claimant on the basis of the statements, proposal, declarations and premium along with taxes as applicable from the Policyholder on the assurance that the Policyholder has agreed to all the Policy Terms and Conditions referred in this Policy Document. The Benefits shall be paid as stipulated in the Policy Document. The Claimant needs to submit applicable documents to the Company for claiming the Benefit.

It is hereby further agreed that this Policy shall be subject to the terms, conditions and exclusions in this Policy Document and that the Policy Schedule and every endorsement placed on this Policy by the Company shall be deemed to be a part of the Policy Document.

1.2. Policy Schedule – IndusInd Nippon Life Cancer Shield Plan

THIS SCHEDULE MUST BE READ IN CONJUNCTION WITH THE ACCOMPANYING POLICY DOCUMENT

Personal Details			
Name of Policyholder: « » Address of Policyholder: « » Client ID of Policyholder: « » Date of Birth of Policyholder: « » Age of Policyholder at entry: « years »		Name of Life Insured: « » Address of Life Insured: « » Client ID of Life Insured: « » Date of Birth of Life Insured: « » Gender of Life Insured: « » Age Admitted of Life Insured: «Y/N» Age of Life Insured at entry: « yrs »	
Contract Details			
Policy no : «Contract number» Date of Commencement of Policy : « » Date of Commencement of Risk : « » Policy Anniversary Date : « dd/mm » Policy Term : « yrs » Premium Payment Term : « yrs » Policy maturity date : « » Policy Sourced by Distance Marketing: «Y/N»		Plan Option : « » << Premium due on : « » >> to be printed for limited/regular pay policy << Premium Payment Frequency: « » >> to be printed for limited/regular pay policy << Annualized Premium: Rs. « » >> to be printed for limited/regular pay policy << Single Premium : Rs. « » >> to be printed for single pay policy Instalment Premium: Rs << >>	
Plan Name	Basic Sum Insured (Rs.)	Cover End Date	Due date of last premium payment
« »	« »	« »	« » << NA >> to be printed for Single Premium

Nominee Details (under Section 39 of the Insurance Act 1938 as amended from time to time) and Appointee details (If applicable)

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Name of the Nominee	Nominee Age	Nominee Gender	Relationship with the Life Insured	Percentage Share	Name of the Appointee (In case the Nominee is a Minor)	Appointee Age	Appointee Gender
« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »
« »	« »	« »	« »	« »	« »	« »	« »
Total				100%			

Date of Policy Issuance:

Place:

IndusInd Nippon Life Insurance Company Limited

(Signature of Authorized Signatory)

UIN of IndusInd Nippon Life Cancer Shield Plan: 121N153V01

IndusInd Nippon Life Insurance Company Limited (IRDAI Reg. No. 121) CIN: U66010MH2001PLC167089

Registered & Corporate Office: Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC, G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai– 400051.

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2. Part B

2.1. Definitions

“**Act**” means the Insurance Act, 1938 (4 of 1938), as amended from time to time.

“**Age**” means age as of last birthday; i.e. the age in completed years as on the Date of Commencement of Policy or on the previous Policy Anniversary, as the case may be.

<<“**Annualized Premium**” means the premium amount payable in a year excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums. >> for limited/regular pay policies

“**Appointee**” is the person to whom the proceeds/Benefits secured under the Policy are payable if the Benefit becomes payable to the Nominee and Nominee is Minor as on the date of claim payment.

“**Assignment**” is the process of transferring the rights and Benefits to an Assignee. Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938 as amended from time to time.

“**Assignee**” is the person to whom the rights and Benefits are transferred by an Assignment.

“**Assignor**” means the person who transfers the rights of the life insurance Policy to the Assignee.

“**Basic Sum Insured**” is the absolute amount of Benefits as specified in the Policy Schedule.

“**Benefits**” means any benefit, as the case may be, as per the terms and conditions of this Policy.

“**Cancer**” means the different stages of Cancer covered under the Policy, i.e. Early Stage Cancer or Carcinoma-in-situ or Major Stage Cancer or Relapse of Cancer, as specified to be covered under the applicable benefit under the Policy and as defined and described in Annexure A of this Policy Document, excluding any conditions listed under the exclusions there under.

“**Claimant**” means either the Life Insured or the Policyholder or the Nominee or the legal heir of the Policyholder as the case may be.

“**Company/Us/We/Our**” means IndusInd Nippon Life Insurance Company Limited (INLIC).

“**Cooling off Period**” means the minimum time-bound exclusion period between two Early Stage Cancer or CIS Claims. A Cooling off Period of 1 year applies between the date of Diagnosis of first Early Stage Cancer or CIS and the date of Diagnosis of second Early Stage Cancer or CIS (for different organs), to be eligible to receive second claim.

There is no Cooling off Period applicable between any claims of Early Stage or CIS and Major Stage Cancer.

For Relapse of Cancer Benefit, a complete remission period of five years, of treatment for earlier Early Stage Cancer or CIS, is applicable. Complete remission means there is no clinical, histological, radiological or biochemical evidence of malignant activity in any part of the body.

“**Cover End Date**” means the date specified in the Policy Schedule, i.e. end of the Policy Term.

“**Date of Commencement of Policy**” means the start date of this Policy as specified in the Policy Schedule.

“**Date of Commencement of Risk**” means the date as specified in the Policy Schedule from which the insurance benefits start under the Policy. The commencement of risk cover on the Life Insured shall depend on the Age of the Life Insured on commencement of the Policy

“**Diagnosis**” means a process of determining by examination of the causes of illnesses. It is an investigative analysis made by a physician based upon various medical tests including but not limited to radiological, clinical, and histological or laboratory tests acceptable to the Company,

“**Free look Period**” means a period of 30 days beginning from the date of receipt of Policy Document, whether received electronically or otherwise, to review the terms and condition of the Policy. If the Policyholder disagrees to any of the policy terms and conditions, or otherwise has not made any claim, he/she shall have the option to return the Policy to the Company for cancellation, stating the reasons for the same.

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“Grace Period” is the period of fifteen days (where premium is paid on a monthly instalments) and thirty days (where premium is paid in quarterly/half-yearly/annual instalments) that is available on the premium due date, to pay the premium. If the policy is renewed during grace period, all the credits (Basic or Increased Sum Insured, Waiting Periods, waiting periods for Pre-Existing Diseases, etc.) accrued under the policy shall be protected.

“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 the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of 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;

“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.

“In-force” means a condition during the term of the Policy, wherein the Policyholder has paid all the due premiums under the Policy contract.

“Instalment Premium” means the amount stipulated in the Policy Schedule and paid at regular intervals (yearly/half yearly/quarterly/monthly frequency as shall be applicable) by the Policyholder as consideration for acceptance and continuance of risk and benefits specified as such in the Policy Document.

“Increased Sum Insured” refers to the Basic Sum Insured increased at a simple rate of 10% per annum on each Policy Anniversary for ten years or till the Diagnosis of first event of Cancer of the Life Insured, whichever is earlier. This is applicable only with Gold Option under the plan.

“IRDAI/Authority” means Insurance Regulatory and Development Authority of India.

“Lapse” means a condition wherein the due premiums have not been paid in full within the Grace Period. No benefits shall be paid when the Policy is in Lapse status.

“Life Insured” means the person, named as such in the Policy Schedule, on whose life, the insurance cover is effected as per the terms & conditions of this Policy.

“Medical Advice” means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

“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 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.

“Minor” is a person who has not completed 18 years of age.

“Nominee” means the person or persons nominated under Section 39 of the Insurance Act, 1938, as amended from time to time, by the Policyholder, to receive the admissible benefits, in the event of death of the Life Insured.

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“**Nomination**” is the process of nominating a person who is named as “Nominee” 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.

“**Non-Participating**” means policies are not entitled for any share in surplus (profits) during the term of the Policy.

“**Policy**” means this contract of insurance entered between the Policyholder and Us as evidenced by this Policy Document.

“**Policy Anniversary**” means the start date of every subsequent Policy Year and as specified in the Policy Schedule.

“**Policy Document**” means the contract of insurance entered between You and Us as evidenced by this document, the proposal form, the Policy Schedule, the customer information sheet, the Benefit Illustration and any additional information/document(s) provided to Us in respect of the proposal form along with any written instructions from You subject to Our acceptance of the same and any endorsement issued by Us.

“**Policy Schedule/Schedule**” means the attached Schedule that provides the details of Your Policy Benefits. The Schedule also includes any amendments to the attached Schedule which may be issued from time to time.

“**Policy Term**” means the entire term of the Policy as specified in the Policy Schedule.

“**Policy Year**” means a period of 12 consecutive months starting from the Date of Commencement of Policy as stated in the Policy Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period of 12 consecutive months thereafter.

“**Policyholder/Proposer/You/Your**” means the person specified as such in the Policy Schedule or such other person, who may become the holder of this Policy in respect of the terms and conditions of this contract or by virtue of operation of law. In the event the Proposer is different from the Life Insured, then the Proposer shall be the Policyholder.

“**Premium Payment Frequency**” is a regular time interval as specified in the Schedule, at which the regular premium is payable during the Premium Paying Term.

“**Premium Payment Term**” means the period as specified in the Policy Schedule during which premium is payable by the Policyholder to the Company

“**Pre-Existing Disease**” means any condition, ailment, injury or disease:

- a) that is/are diagnosed by a physician not more than 36 months prior to the Date of Commencement of Policy issued by the Company or its reinstatement or
- b) for which Medical Advice or treatment was recommended by, or received from, a physician not more than 36 months prior to the Date of Commencement of Policy issued by the Company or its reinstatement.

“**Regulation**” means the extant laws and Regulations that are applicable to this Policy.

“**Revival of a Policy**” means restoration of the Policy, which was discontinued due to the non-payment of premium, by the Company with all 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 or late fee if any, during the Revival Period, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Assured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board Approved Underwriting Policy.

“**Revival Period**” means the period of five consecutive complete years from the date of first unpaid premium, during which period the Policyholder is entitled to revive the Policy which was discontinued due to the non-payment of premium.

<< “**Single Premium**” means a one time premium payable at inception with respect to the Basic Sum Assured chosen by you, excluding the underwriting extra premiums, rider premium, if any, loading for premiums, if any and taxes, cess and/or levies. >> to be printed for single pay policies

“**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.

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“**Surrender**” means the complete withdrawal/ termination of the contract in its entirety at the instance of the Policyholder.

“**Total Premiums Paid**” means total of all the premiums received under the Policy including top-ups premium paid, if any.

“**Waiting Period**” means the time period within which no Policy claims are admissible. Waiting period of 180 days from the Date of Commencement of Risk and from the date of Revival for every subsequent Revival during the Policy Term is applicable under the Policy.

SAMPLE

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3. Part C

3.1. Key Benefits

The benefits mentioned below shall be applicable based on the plan option selected at inception of this Policy. The option once selected cannot be changed later during the Policy Term.

3.1.1. Silver Option

This option is available for life insured with Age 18 years or above. Under this option, the Basic Sum Insured selected by the Policyholder shall remain the same during the Policy Term.

A. Benefits payable on Diagnosis of Early Stage Cancer or Carcinoma-in-situ (CIS):

▪ Lumpsum Benefit:

- On Diagnosis of Early Stage Cancer or CIS during the Policy Term, a lumpsum benefit of 25% of Basic Sum Insured shall be payable
- A maximum of two claims of Early Stage Cancer or CIS (for different organs) are allowed under this plan subject to a maximum limit of Rs.10 Lakhs per claim
- There shall be a Cooling off Period of 1 year in between two claims of Early Stage Cancer or CIS
- However, no claim shall be paid for the same Early Stage Cancer or CIS for which a claim has been paid earlier, except for the Relapse of Cancer Benefit stated below

Relapse of Cancer Benefit: On Diagnosis of second instance of the Early Stage Cancer or CIS of the same organ during the Policy Term, following an earlier Diagnosis of the same Early Stage Cancer or CIS:

- An additional lumpsum benefit of 25% of the Basic Sum Insured shall be payable
- This benefit shall be paid only once during the Policy Term and shall be subject to a maximum limit of Rs. 10 Lakhs
- The Relapse of Cancer Benefit shall be paid only if the second Diagnosis is done after a complete remission period of 5 years of treatment for earlier claim of Early Stage Cancer or CIS
Complete remission means there is no clinical, histological, radiological or biochemical evidence of malignant activity in any part of the body
- For availing the Relapse of Cancer Benefit, Life Insured should have already undergone the required medical treatment for the first Diagnosis of Early Stage Cancer or CIS. The remission compliance will be certified by a treating oncologist

<<

▪ Waiver of Premium (WOP) Benefit:

- Future premiums shall be waived off for next three years or up to the remaining Policy Term, whichever is earlier, in case of valid claim of Early Stage Cancer or CIS or Relapse of Cancer
- This benefit shall be effective from the next premium due date immediately following the date of Diagnosis
- The Policyholder has to resume payment of premiums if the outstanding Policy Term is more than three years at the time of Diagnosis of Early Stage Cancer or CIS or Relapse of Cancer

>> The Waiver of Premium (WOP) Benefit won't be applicable for single premium policies

B. Benefits payable on Diagnosis of Major Stage Cancer:

▪ Lumpsum Benefit:

- On Diagnosis of Major Stage Cancer during the Policy Term, a lumpsum benefit of 100% of Basic Sum Insured shall be payable

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- This benefit shall be paid irrespective of any claim of Early Stage Cancer or CIS or Relapse of Cancer paid under the Policy
- **Income Benefit:**
 - Income benefit of 1% of Basic Sum Insured per month, shall be payable for a fixed period of five years starting from the next monthly Policy Anniversary immediately following the date of Diagnosis
 - Income benefit shall continue to be paid for 5 years irrespective of the death of the Life Insured or expiry of the Policy Term
 - In case of the death of the Life Insured during the income benefit period, the remaining income benefit payouts shall continue to be paid to the Claimant
 - The Claimant shall have an option to take the remaining income benefit payouts as a lumpsum amount. This shall be the discounted value of the future income benefit payments at the prevailing revival interest rate used by the Company

On payment of benefits under Major Stage Cancer, the Policy will terminate.

3.1.2. Gold Option

This option is available for Life Insured with Age 18 years or above.

Increased Sum Insured Benefit

- Under this option the lumpsum & Relapse of Cancer Benefits are paid on Increased Sum Insured. Income benefit is paid on Basic Sum Insured
- The Increased Sum Insured is determined by increasing Basic Sum Insured at a simple rate of 10% p.a. at each Policy Anniversary for
 - ten years or
 - Policy Term or
 - till the first Diagnosis of Cancer to the Life Insured, whichever is earlier
- Once a claim is admitted under the Policy, the Increased Sum Insured Benefit will cease and the Increased Sum Insured at the date of Diagnosis will remain constant for the remaining Policy Term

A. Benefits payable on Diagnosis of Early Stage Cancer or Carcinoma-in-situ (CIS):

- **Lumpsum Benefit:**
 - On Diagnosis of Early Stage Cancer or CIS during the Policy Term, a lumpsum benefit of 25% of Increased Sum Insured shall be payable
 - A maximum of two claims of Early Stage Cancer or CIS (of different organs) are allowed under this plan subject to a maximum limit of Rs.10 Lakhs per claim
 - There shall be a Cooling off Period of 1 year in between two claims of Early Stage Cancer or CIS
 - However, no claim shall be paid for the same Early Stage Cancer or CIS for which a claim has been paid earlier, except for the Relapse of Cancer Benefit stated below

Relapse of Cancer Benefit: On Diagnosis of second instance of the Early Stage Cancer or CIS of the same organ during the Policy Term, following an earlier Diagnosis of the same Early Stage Cancer or CIS:

- An additional lumpsum benefit of 25% of the Increased Sum Insured shall be payable
- This benefit shall be paid only once during the Policy Term and shall be subject to a maximum limit of Rs. 10 Lakhs
- The Relapse of Cancer benefit shall be paid only if the second Diagnosis is done after a complete remission period of 5 years of treatment for earlier claim of Early Stage Cancer or CIS.

Complete remission means there is no clinical, histological, radiological or biochemical evidence of malignant activity in any part of the body

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- For availing the Relapse of Cancer Benefit, Life Insured should have already undergone the required medical treatment for the first Diagnosis of Early Stage Cancer or CIS. The remission compliance will be certified by a treating oncologist

<<

▪ Waiver of Premium (WOP) Benefit:

- Future premiums shall be waived off for next three years or up to the remaining Policy Term, whichever is earlier, in case of valid claim of Early Stage Cancer or CIS or Relapse of Cancer
- This benefit shall be effective from the next premium due date immediately following the date of Diagnosis
- The Policyholder has to resume payment of premiums if the outstanding Policy Term is more than three years at the time of Diagnosis of Early Stage Cancer or CIS or Relapse of Cancer

>> The Waiver of Premium (WOP) Benefit won't be applicable for single premium policies

B. Benefits payable on Diagnosis of Major Stage Cancer:

▪ Lumpsum Benefit:

- On Diagnosis of Major Stage Cancer during the Policy Term, a lumpsum benefit of 100% of Increased Sum Insured shall be payable
- This benefit shall be paid irrespective of any claims of Early Stage Cancer or CIS or Relapse of Cancer paid under the Policy

▪ Income Benefit:

- Income benefit of 1% of Basic Sum Insured per month, shall be payable for a fixed period of five years starting from the next monthly Policy immediately following the date of Diagnosis
- Income benefit shall continue to be paid for 5 years irrespective of the death of the Life Insured or expiry of the Policy Term
- In case of the death of the Life Insured during the income benefit period, the remaining income benefit payouts shall continue to be paid to the Claimant
- The Claimant shall have an option to take the remaining income benefit payouts as a lumpsum amount. This shall be the discounted value of the future income benefit payments at the prevailing revival interest rate used by the Company

On payment of benefits under Major Stage Cancer, the Policy will terminate.

3.1.3. Little Star Option

This option is available for Life Insured with 5 to 17 years of Age for a fixed Basic Sum Insured of Rs. 10 Lakhs. Under this option, the Basic Sum Insured shall remain the same during the Policy Term.

The benefits applicable under this option depend upon the Attained Age of the Life Insured during the Policy Term.

1. From Policy Inception till Policy Anniversary after attaining 18 years of age:

i. Benefits payable on Early Stage Cancer or CIS

- No benefit is payable on Diagnosis of Early Stage Cancer or CIS

ii. Benefits payable on Major Stage Cancer

- On Diagnosis of Major Stage Cancer a fixed lumpsum benefit of Rs. 10 Lakhs shall be payable

On payment of benefits under Major Stage Cancer, the Policy will terminate

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2. From Policy Anniversary after attaining 18 years of Age (provided no prior claim has been paid) till the remaining Policy Term:

A. Benefits payable on Diagnosis of Early Stage Cancer or Carcinoma-in-situ (CIS):

▪ Lumpsum Benefit:

- On Diagnosis of Early Stage Cancer or CIS during the remaining Policy Term, a lumpsum benefit of Rs. 2.5 Lakhs shall be payable
- A maximum of two claims of Early Stage Cancer or CIS (of different organs) are allowed under this plan
- There shall be a Cooling off Period of 1 year in between two claims of Early Stage Cancer or CIS
- However, no claim shall be paid for the same Early Stage Cancer or CIS for which a claim has been paid earlier, except for the Relapse of Cancer Benefit stated below

Relapse of Cancer Benefit: On Diagnosis of second instance of the Early Stage Cancer or CIS of the same organ during the Policy Term, following an earlier Diagnosis of the same Early Stage Cancer or CIS:

- An additional lumpsum benefit of Rs. 2.5 Lakhs shall be payable
- This benefit shall be paid only once during the Policy Term
- The Relapse of Cancer Benefit shall be paid only if the second Diagnosis is done after a complete remission period of 5 years of treatment for earlier claim of Early Stage Cancer or CIS
Complete remission means there is no clinical, histological, radiological or biochemical evidence of malignant activity in any part of the body
- For availing the Relapse of Cancer Benefit, Life Insured should have already undergone the required medical treatment for the first Diagnosis of Early Stage Cancer or CIS. The remission compliance will be certified by a treating oncologist

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▪ Waiver of Premium (WOP) Benefit:

- Future premiums shall be waived off for next three years or up to the remaining Policy Term, whichever is earlier, in case of valid claim of Early Stage Cancer or CIS or Relapse of Cancer
- This benefit shall be effective from the next premium due date immediately following the date of Diagnosis
- The Policyholder has to resume payment of premiums if the outstanding Policy Term is more than three years at the time of Diagnosis of Early Stage Cancer or CIS or Relapse of Cancer

>> The Waiver of Premium (WOP) Benefit won't be applicable for single premium policies

B. Benefits payable on Major Stage Cancer:

▪ Lumpsum Benefit:

- On Diagnosis of Major Stage Cancer during the Policy Term, a lumpsum benefit of Rs. 10 Lakhs shall be payable
- This benefit shall be paid irrespective of any claims of Early Stage Cancer or CIS or Relapse of Cancer paid under the Policy

▪ Income Benefit:

- Income benefit of Rs. 10,000 per month, shall be payable for a fixed period of five years starting from the next monthly Policy Anniversary immediately following the date of Diagnosis
- Income benefit shall continue to be paid for 5 years irrespective of the death of the Life Insured or expiry of the Policy Term
- In case of the death of the Life Insured during the income benefit period, the remaining income benefit payouts shall continue to be paid to the Claimant

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- The Claimant shall have an option to take the remaining income benefit payouts as a lumpsum amount. This shall be the discounted value of the future income benefit payments at the prevailing revival interest rate used by the Company

On payments of benefits under Major Stage Cancer, the Policy will terminate.

3.1.4. Maturity Benefit

There is no maturity benefit under this Policy.

3.1.5. Death Benefit

There is no death benefit under this Policy.

3.2. Premium details

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3.2.1. Payment of premium

The Policyholder is required to pay the Instalment Premiums for the entire Premium Payment Term as specified in the Policy Schedule and as per terms and conditions of Policy Document.

Premiums shall be considered as paid only when the premium is received by the Company and an official receipt is issued acknowledging the same.

3.2.2. Advance Premium

Collection of renewal premium in advance shall be allowed in this Policy provided due premiums are collected in the same financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, we may collect the same for a maximum period of 3 months in advance of the due date of the premium.

The renewal premium so collected in advance shall only be adjusted on the due date of the premium subject to extant regulatory requirement. In case of advance premium, no interest shall be payable by the Company.

3.2.3. Mode of payment of premium

The modes of premium payment can be by cash, cheque, UPI, debit/credit card, ECS (Electronic Clearing System)/NACH (National Automated Clearing House), online payment, demand draft, Salary Deduction Scheme (SDS) or direct debit or any other as prescribed by Reserve Bank of India/ Company/IRDAI. Quarterly and monthly frequencies of premium payment are allowed only if the premiums are paid electronically, like through ECS/NACH.

3.2.4. Premium Payment Frequency

The Policyholder can pay premium either in yearly, half-yearly, quarterly or monthly frequency. The Policyholder may request to change the mode and frequency of payment of premiums on any Policy Anniversary date during the Premium Payment Term. The Company, at its sole discretion, may agree to accept the payment of the premium in any premium frequency (yearly / half-yearly / quarterly / monthly) as requested by Policyholder.

In case the Policyholder has opted for ECS or NACH mode for premium payment, the Policyholder shall have the option to withdraw from ECS/NACH mode at least 15 days prior to the premium due date.

3.2.5. Premium Loading

When the Premium Payment Frequency is half-yearly, quarterly or monthly, loading on premium will be applicable as per the table:

Frequency	Yearly	Half- yearly	Quarterly	Monthly
Loading	0%	1.50%	2.25%	3.00%

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3.2.6. Grace Period for payment of premium

The Grace Period for payment of the premium shall be 15 days, where the Policyholder pays the premium on a monthly basis and 30 days in all other cases. The Policy shall remain in-force during the Grace Period. In case of a valid claim arising during Grace Period, but before the payment of due premium, the Company shall honor the claim. In such cases, the due unpaid premium for that Policy Year will be deducted from any benefit payable.

3.2.7. Premium Discontinuance

It is advised to pay the premiums on or before the premium due date in order to continue the benefits under the Policy. However, in case the Policyholder is unable to pay the premiums, then Policyholder can pay the premium within the Grace Period, post the premium due date. If the Policyholder discontinues the payment of premiums, the Policy will be treated as lapsed and all the benefits under this Policy will cease.

3.2.8. Policy Revival

A Policy in lapsed state can be revived within five years from the due date of first unpaid premium, but before the date of maturity of the plan, by paying the arrears of premiums along with the applicable Revival interest subject to Board Approved Underwriting Policy. The Revival interest rate for FY 24-25 is 7.25% p.a. compounded yearly, subject to a minimum Revival interest rate of 6.75% p.a. The Company reserves the right to revise the applicable interest rate less frequently than annual.

If a lapsed policy is not revived by end of the Revival Period, the Policy shall be terminated.

Waiting Period of 180 days will be applicable from the date of revival for every revival during the Policy Term. No benefit shall be payable if signs or symptoms, or Diagnosis of Early Stage Cancer or CIS or Relapse of Cancer or Major Stage Cancer to the Life Insured occurs during this Waiting Period.

>> The above section (3.2.1 to 3.2.8) won't be applicable for single premium policies

4. Part D

4.1. Free look

You are provided with Free look Period of 30 days beginning from the date of receipt of Policy Document, whether received electronically or otherwise, to review the terms and conditions stipulated in the Policy Document. In the event you disagree to any of the policy terms or conditions, or otherwise and have not made any claim, you shall have the option to return the Policy to the company for cancellation, stating the reasons for the same. You are requested to take appropriate acknowledgement of your request letter and return of policy. Irrespective of the reasons mentioned, the company shall refund the premium paid subject only to a deduction of a proportionate risk premium for the period of cover and the less expenses incurred by the company on the medical examination, if any, and stamp duty charges. The Policy shall terminate on free look cancellation.

Please note that if the Policy is opted through Insurance Repository ('IR'), the computation of the said Free look Period will be from the date of the email informing Policy credit in IR.

Any request received for free look cancellation of the Policy shall be processed and premium refunded within 7 days of receipt of the request.

4.2. Exit Value

If the Policyholder voluntarily opts to discontinue and terminate the Cancer Shield Plan, the exit value, if any, shall be paid immediately and the plan coverage shall be terminated.

Exit benefit shall be payable subject to the terms and conditions

No benefit is payable in the event of Surrender by the Policyholder opted for regular premium paying frequency.

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For other than Regular pay exit value will be as follow:

Premium Payment Type	Exit Benefit	Exit Value
Regular Pay	Not applicable	No exit value payable
Single Pay	<< Exit Value shall be payable on completion of first policy year. >> to be printed for single premium policy << Exit Value shall be payable on completion of first policy year if at least 1 full year's premiums have been paid >> to be printed for limited/regular premium policy	Single Pay: 75% multiplied by Total Premium Paid multiplied by (1 - Premium Paying Term / Policy Term) multiplied by (Outstanding Policy Term / Policy Term)
Limited Pay		Other than Single Premium: 50% multiplied by Total Premium Paid multiplied by (1 - Premium Paying Term / Policy Term) multiplied by (Outstanding Policy Term / Policy Term)

Where, Total Premium Paid is defined as total premium received excluding any extra premium and taxes.

4.3. Loans

Loans will not be available with this plan.

4.4. Paid-up Value:

There is no paid-up value under this Policy.

4.5. Surrender Benefit

Surrender means voluntary termination of the Policy by You..Benefit shall be payable as defined in section 4.2.

4.6. Upon death of Policyholder and change in Policyholder

- If You and the Life Insured are different then, upon Your death, no benefits shall become payable under the Policy unless Your legal heirs choose to continue to avail the benefits under the Policy, by paying the due premiums to Us and by submitting the requisite documents as specified by Us and subject to other conditions prescribed by Us from time to time
- You may request Us to make the Life Insured, the Policyholder under the Policy by giving Us prior written notice provided that the Life Insured shall not become the Policyholder unless the Life Insured meets all Our eligibility criteria in accordance with Our guidelines and policies and We have issued a written endorsement under the Policy confirming the change in Policyholder
- From the date of Our written endorsement confirming the Life Insured as the Policyholder, the existing Policyholder shall automatically cease to have any rights, benefits or obligations under the Policy and all rights, benefits and obligations shall vest entirely with the Life Insured

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5. Part E

Not applicable as this is not a unit linked insurance Policy.

SAMPLE

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6. Part F

General Terms and Conditions

6.1. Plan Benefit

- Under Little Star option, the Proposer can be either of the parents. The cover to Minor lives will be as per board approved underwriting guidelines. The ownership of the Policy shall vest on the Life Insured on attainment of Age 18.
- If the Life Insured is diagnosed with more than one condition of Cancer under this Policy within a period of 48 hours, only one claim with the highest benefit pay-out will be admissible.
- Claim payment shall only be made with confirmatory Diagnosis of the Early Stage Cancer or CIS (including relapse of Cancer) or Major Stage Cancer, while the insured is alive.
- A claim would not be admitted if the Diagnosis is made post mortem.
- Kindly refer to Annexure A for list of Cancer related definitions and exclusions under this Policy.

6.2. Waiting Period

Waiting Period of 180 days will be applicable from the Date of Commencement of Risk and from the date of revival for every subsequent revival during the Policy Term. No benefit shall be payable if signs or symptoms, or Diagnosis of Early Stage Cancer or CIS or Major Stage Cancer to the Life Insured occurs during the Waiting Period.

6.3. Survival Period

There is no survival period applicable in respect of any of the benefit payments under this Policy.

6.4. Diagnosis

A process of determining by examination of the causes of illnesses. It is an investigative analysis made by a physician based upon various medical tests including but not limited to radiological, clinical, and histological or laboratory tests acceptable to the Company. In the event of any doubt regarding the appropriateness or correctness of the Diagnosis, We will have the right to call for the Life Insured's examination and/or the evidence used in arriving at such Diagnosis, by a Medical Practitioner or an independent expert selected by Us. The opinion of such an expert as to such Diagnosis shall be binding on both You and Us.

6.5. Alterations

The Basic Sum Insured, Policy Term, Premium Payment Term and plan option cannot be altered after commencement of the Policy. Premium payment mode and Premium Payment Frequency can be changed only on the Policy Anniversary.

6.6. Claims

On Diagnosis of Cancer of the Life Insured, the Claimant should intimate the Company in writing within 90 days, from the date of Diagnosis. We shall be provided the following necessary information and documents of all claims of such Diagnosis or Surgery or treatment, as applicable:

6.6.1. List of documents for all Cancer Claims:

- a. Certificate from the attending Medical Practitioner of the Insured Person confirming, inter alia,
 - i. Name of the Life Insured;
 - ii. Name, date of occurrence and medical details confirming the event giving rise to the Claim.
 - iii. Written confirmation from the treating Medical Practitioner that the event giving rise to the claim does not relate to any Pre-Existing Disease or any Illness or injury which was diagnosed within the first 180 days of Date of Commencement of Risk or within 180 days from date of every subsequent revival with Us.
- b. Original Policy Document;
- c. Duly completed claim form;

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- d. Original Discharge Certificate/Death Summary/Discharge Card from the Hospital/Medical Practitioner/Indoor case papers;
 - i. Hospital Discharge Card photocopy
 - ii. Hospital Bills photocopy
 - iii. Pharmacy/Investigations Bills
 - iv. Investigations Reports
 - v. Details of the treatment received by the Insured Person from the inception of the ailment
 - vi. Letter from treating consultant stating presenting complaints with duration and past medical history
 - vii. Histopathology / Cytology / FNAC / Biopsy /Immuno- histochemistry reports
 - viii. X-Ray / CT scan / MRI scan / USG /Radioisotope / Bone scan Reports
 - ix. Blood Tests
 - x. Any other specific investigation done to support the Diagnosis like the PAP Smear / Mammography, etc.
- e. Photo ID Proof of Insured/ Nominee;
- f. Address Proof of Insured / Nominee;
- g. KYC documents and 2 recent coloured passport size photographs of Insured/ Nominee as per the Anti Money Laundering (AML) Guidelines of the Company
- h. Signed NEFT mandate along cancelled cheque copy of Insured/Nominee
- i. Any other documents as may be required by Us

In case of Diagnosis of Early Stage Cancer or CIS/ Major Stage Cancer/Relapse of Cancer in a jurisdiction outside India, We will honour the claim subject to providing satisfactory evidence of Diagnosis and treatment (if required) and submission of necessary information and documents of all claims of such Diagnosis or Surgery or treatment as applicable.

Company reserves the right to call for any additional / other document which may be relevant, including documents/ information concerning the title of the person claiming benefits under this Policy, as may be required by the Company.

If the Claim is not notified to Us within the time period specified above, then We shall be provided the reasons for the delay in writing. We shall condone such delay on merits where the delay has been proved to be for reasons beyond the Claimant's control.

In the event of Assignment under this Policy, the Assignee would be entitled to the benefits under the Policy, subject to Section 38 of Insurance Act, 1938 as amended from time to time or any further amendments affected by the IRDAI or other appropriate governmental authorities from time to time.

The Company shall settle the claim within 15 days from the date of receipt of request

6.7. Suicide

No benefit shall be payable under this Policy in case of suicide.

6.8. Tax benefit

Premiums paid under IndusInd Nippon Life Cancer Shield Plan are eligible for tax deduction, subject to the applicable tax laws and conditions. Income tax benefits under this plan shall be applicable as per the prevailing Income Tax Laws and are subject to amendments from time to time. Kindly consult a tax expert.

6.9. Taxes, duties and levies and disclosure of information

- a. In the event where INLIC is obliged to disclose information concerning to the Policy and Benefits or account to the revenue authorities or other regulatory authorities for any taxes, duties, levies or imposts including without limitation any sale, use, value added, service or other taxes, as may be imposed now or in future by any authority (collectively "Taxes") applicable to this Policy or the Benefits payable under this Policy, INLIC shall be entitled to disclose such information / deduct such Taxes / pay any amount under the policies and deposit the amount so deducted or directed, with the appropriate governmental or regulatory authorities without informing the Policyholder, if so directed by the Authority.

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- b. It shall be the responsibility of the Policyholder to satisfy himself and ensure that the payment of the additional premium does not adversely affect his entitlement or claim for tax benefits, if any, available or admissible under this Policy.

6.10. Nomination

Nomination should be in accordance with provisions of section 39 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in annexure – C for reference]

6.11. Assignment

Assignment should be in accordance with provisions of section 38 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in annexure – D for reference]

Assignment will not be permitted if the Policy is issued under Married Women's Property Act, 1874.

6.12. Proof of Age

The Age of the Life Insured has been admitted on the basis of the declaration made by the Policyholder/ Life Insured in the proposal and/or in any statement based on which this Policy has been issued.

- In case, the correct Age of the Life Insured as on the Date of Commencement of Policy makes Life Insured ineligible for this Policy, we will offer you an alternative plan as per our underwriting norms. If you do not wish to opt for the alternative plan or if it is not possible for us to grant any other plan, then the Company would reserve the right to cancel the Policy immediately as void ab initio and the Premiums paid under the Policy will be returned (without interest) subject to the deduction of expenses incurred by the Company.
- If the Age of the Life Insured as on the Date of Commencement of Policy is found to be different from that declared basis declaration made by the Policyholder/Life Insured, but within the Age limits of this Policy then:
 - In case the correct Age is found to be lower, the Company shall refund the difference in premiums without interest or increase the Benefits which would have been due as per the correct Age
 - In case the correct Age is found to be higher, the Company shall intimate the Policyholder to pay the difference in premiums along with the applicable interest from inception or shall reduce the Policy Benefits which would have been due as per the correct Age

6.13. Special provisions

Any special provisions subject to which this Policy has been entered into, whether endorsed in the Policy or in any separate instrument shall be deemed to be part of the Policy and shall have effect accordingly.

This product is approved by the Insurance Regulatory and Development Authority of India (IRDAI) and 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 by Life Insurance Council, IRDAI, GBIC, any other regulatory body with jurisdiction there under from time to time.

We reserve the right to require submission 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.

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6.14. Recovery of additional expenses incurred on account of acts of Policyholders

INLIC also reserves the right to recover "electronic debit bounce charges", incurred by it from the Policyholders, on account of bounce of electronic debit towards premium payment, by Policyholders. The Company may recover these additional costs by requisitioning additional payments from the Policyholders.

6.15. Mode of payment of benefits

All benefits (claims/ maturity payments/ any other sum due to the Policyholders or Nominees or Assignees) under this Policy shall be remitted only through Electronic Clearing System (ECS), National Electronic Fund Transfer (NEFT), Real Time Gross Settlement (RTGS), Interbank Mobile Payment Service (IMPS), National Automated Clearing House (NACH) or any other electronic mode as permitted by Reserve Bank of India.

All Benefits under this Policy shall be payable in the manner and currency allowed / permitted under the Regulations. All amounts payable either to or by the Company and shall be payable in Indian currency.

6.16. Valid discharge

Any discharge given by the person to whom the benefits are payable, or by any person authorized by the person to whom the benefits are payable, in writing, in respect of the benefits payable under this Policy shall constitute a valid discharge to INLIC in respect of such payment. The Company's liability under the Policy shall be discharged by such payment and the Company shall not be required to see the application of the monies so paid.

6.17. Limitation of liability

The maximum liability of the Company under this Policy shall not, in any circumstances, exceed the aggregate amount of the relevant Benefits payable hereunder.

6.18. Fraud/ Misstatement of a Material Fact

In the event of a fraud the Policy shall be cancelled immediately and all the premiums paid till date shall be forfeited, subject to fraud being established as per Section 45 of the Insurance Act, 1938, as amended from time to time. In the event of a misstatement or suppression of a material fact, not amounting to fraud, by the insured, the Policy shall be declared "Null and Void" and premiums paid shall be refunded after deducting applicable charges, if any, subject to misstatement or suppression of fact being established, in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time. (Please refer to the simplified version of the provisions of Section 45 as mentioned in Appendix D for reference).

6.19. Loss of Policy Document

If the Policy Document is lost or misplaced, Policyholder should submit to Us a written request stating the fact and the reason for the loss. The Company reserves the right to undertake such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder as it considers necessary before issuing a copy of the Policy Document. If We are satisfied that the Policy Document is lost or destroyed, then, We will issue a duplicate Policy Document duly endorsed to show that it is issued following the loss or destruction of the original Policy Document. Upon the issue of the duplicate Policy Document, the original Policy Document immediately and automatically ceases to have any validity. The Company may charge a fee, subject to a maximum of Rs. 200, for the issuance of a duplicate Policy Document.

Policyholder agree to indemnify Us and hold Us free and harmless from any costs, expenses, claims, awards, misuse or judgments arising out of or in relation to the original Policy Document. The Company may also require the Policyholder to issue a newspaper declaration for the same. The cost for the same will be borne by the Policyholder.

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6.20. Waiver

Failure or neglect by either party to enforce at anytime the provisions of this Policy shall not be construed or be deemed to be waiver of either party's right herein nor in anyway affect the validity of the whole or any part of this Policy nor prejudice either party's right to take subsequent action.

6.21. Electronic transaction

The Policyholder shall adhere to and comply with all such terms and conditions as prescribed by INLIC from time to time and hereby agree and confirm that all transactions effected by or through facilities for effecting remote transactions including the internet, world wide web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of INLIC, for and in respect of the Policy or its terms, or INLIC's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with INLIC's terms and conditions for such facilities, as may be prescribed from time to time.

6.22. Notice under the Policy

i. In case of the Policyholder

Any of the notices required to be issued by the Company in terms of this Policy may be issued, either by issuing individual notices to the Policyholder, including by electronic mail, SMS, telephonic conversation and/or facsimile, or by issuing a general notice, including, by publishing such notices in the newspapers and/or on the Company's website/ Company branch offices.

As per the details specified by the Policyholder in the proposal form/change of address intimation submitted by him, notices and instructions are sent through various modes such as electronic mail and/or facsimile, or Company branch offices. It is very important that You immediately inform Us about any change in the address or contact details or the Nominee particulars.

ii. In case of the Company

To IndusInd Nippon Life Customer Service

Address: Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC, G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai – 400051

IndusInd Nippon Life Insurance Company Limited, 7th Floor, Silver Metropolis, Off Western Express Highway, Goregaon East, Mumbai - 400 063

IndusInd Nippon Life representatives may be contacted on Customer Care number 18001021010

Email: customerservice@indusindnipponlife.com

6.23. Entire Contract

This Policy comprises the terms and conditions set forth in this Policy Document, Policy Schedule, and the endorsements, if any, made on or applicable to this Policy, which shall form an integral part and the entire contract, evidenced by this Policy. The liability of INLIC is at all times subject to the terms and conditions of this Policy and the endorsements made from time to time.

The provision of this Policy cannot be changed or varied by anyone except by a Policy endorsement signed by an officer of the Company authorized for the purpose. This Policy Document constitutes the complete contract of insurance.

The Policy is issued on the basis of the proposal and declaration from the Proposer and on the express understanding that the said proposal and declaration and any statements made or referred to therein shall be part and parcel of this Policy.

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Annexure A: Cancer Definitions and Exclusions

Definitions:

The different stages of Cancer are defined as follows:

Carcinoma In Situ (CIS)

Carcinoma-in-situ shall mean first ever histologically proven, localized pre-invasion lesion where Cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in any one of the following covered organ groups, and subject to any classification stated:

1. Breast, where the tumour is classified as Tis according to the TNM Staging method;
2. Corpus uteri, vagina, vulva or fallopian tubes where the tumour is classified as Tis according to the TNM Staging method or FIGO (staging method of the Federation Internationale de Gynecologie et d'Obstetrique) Stage 0;
3. Cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or as Tis according to the TNM Staging method or FIGO Stage 0;
4. Ovary –include borderline ovarian tumours with intact capsule, no tumour on the ovarian surface, classified as T1aN0M0, T1bN0M0 (TMN Staging) or FIGO 1A, FIGO 1B
5. Colon and rectum; Penis; Testis; Lung; Liver; Stomach, Nasopharynx and oesophagus;
6. Urinary tract, for the purpose of in-situ Cancers of the bladder, stage Ta of papillary Carcinoma is included.

The Diagnosis of the Carcinoma in situ must always be supported by a histopathological report.

Furthermore, the Diagnosis of Carcinoma in situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical Diagnosis does not meet this standard.

Pre-malignant lesion and carcinoma in situ of any organ, unless listed above, are excluded.

Early Stage Cancers

Early Stage Cancers shall mean first ever presence of one of the following malignant conditions:

1. Prostate Cancer that is histologically described using the TNM Classification as T1N0M0 or Prostate Cancers described using another equivalent classification.
2. Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0.
3. Tumours of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification).
4. Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. CLL RAI Stage 0 or lower is excluded.
5. Malignant melanoma that has not caused invasion beyond the epidermis.
6. Hodgkin's lymphoma Stage I by the Cotswolds classification staging system.
7. The Diagnosis must be based on histopathological features and confirmed by a Pathologist.

Pre - malignant lesions and conditions, unless listed above, are excluded.

Major Stage Cancer

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, premalignant, 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;

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- 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 leukemia 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;
- ix. All tumors in the presence of HIV infection

Relapse of Cancer:

Carcinoma In Situ (CIS)

Carcinoma-in-situ shall mean second occurrence of histologically proven, localized pre-invasion lesion where Cancer cells have not yet penetrated the basement membrane or invaded (in the sense of infiltrating and / or actively destroying) the surrounding tissues or stroma in any one of the following covered organ groups, and subject to any classification stated:

1. Breast, where the tumour is classified as Tis according to the TNM Staging method;
2. Corpus uteri, vagina, vulva or fallopian tubes where the tumour is classified as Tis according to the TNM Staging method or FIGO (staging method of the Federation Internationale de Gynecologie et d'Obstetrique) Stage 0;
3. Cervix uteri, classified as cervical intraepithelial neoplasia grade III (CIN III) or as Tis according to the TNM Staging method or FIGO Stage 0;
4. Ovary –include borderline ovarian tumours with intact capsule, no tumour on the ovarian surface, classified as T1aN0M0, T1bN0M0 (TMN Staging) or FIGO 1A, FIGO 1B
5. Colon and rectum; Penis; Testis; Lung; Liver; Stomach, Nasopharynx and oesophagus;
6. Urinary tract, for the purpose of in-situ Cancers of the bladder, stage Ta of papillary Carcinoma is included.

The Diagnosis of the Carcinoma in situ must always be supported by a histopathological report. Furthermore, the Diagnosis of Carcinoma in situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical Diagnosis does not meet this standard.

Pre-malignant lesion and carcinoma in situ of any organ, unless listed above, are excluded.

Early Stage Cancers

Early Stage Cancers shall mean second occurrence of one of the following malignant conditions:

1. Prostate Cancer that is histologically described using the TNM Classification as T1N0M0 or Prostate Cancers described using another equivalent classification.
2. Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0.
3. Tumours of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification).
4. Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. CLL RAI Stage 0 or lower is excluded.
5. Malignant melanoma that has not caused invasion beyond the epidermis.
6. Hodgkin's lymphoma Stage I by the Cotswolds classification staging system.
7. The Diagnosis must be based on histopathological features and confirmed by a Pathologist.

Pre - malignant lesions and conditions, unless listed above, are excluded.

Exclusions:

No benefit under this Policy will be payable in respect of any Cancer resulting directly or indirectly from or in respect of any of the following:

1. Pre-Existing Disease means any condition, ailment, injury or disease:
 - a. That is/are diagnosed by a physician not more than 36 months prior to the Date of Commencement of Policy issued by the insurer or its reinstatement or
 - b. For which Medical Advice or treatment was recommended by, or received from, a physician not more than 36 months prior to the Date of Commencement of Policy issued by the insurer or its reinstatement.

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2. Any condition directly or indirectly caused due to or associated with human T-cell Lymph tropic virus type III (HLTV-III or IITLB-III) or Lymphadenopathy Associated Virus (LAV) and its variants or mutants, Acquired Immune Deficiency Syndrome (AIDS) whether or not arising out of HIV, AIDS related complex syndrome (ARCS) and all diseases/illness/injury caused by and/or related to HIV;
3. Any condition directly or indirectly caused by or associated with any sexually transmitted disease, including Genital Warts, Syphilis, Gonorrhoea, Genital Herpes, Chlamydia, Pubic Lice, Trichomoniasis, whether or not arising out of conditions listed under 2 above.
4. Any condition arising out of use, abuse or consequence or influence of any substance, intoxicant, drug, alcohol or hallucinogen
5. Narcotics used by the Insured Person unless taken as prescribed by a Medical Practitioner
6. Any Critical Illness caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack
7. Congenital external diseases, defects or Anomalies of the Insured
8. Any Critical Illness based on certification/Diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practicing outside the discipline that he is licensed for, or any Diagnosis or treatment that is not scientifically recognized or Unproven/Experimental Treatment, or is not Medically Necessary or any kind of self-medication and its complications

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7. Part G

7.1. Governing laws and jurisdiction

This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the Indian courts of law within whose territorial jurisdiction the registered office of the Company is situated.

7.2. Primacy of the Policy Document

In the event of any inconsistency or conflict between the terms and conditions contained in the Policy Document and the terms and conditions contained in any other document such as marketing material or sales brochure, the terms and conditions contained in the Policy Document shall prevail over all other terms and conditions contained in various other documents.

7.3. Grievance Redressal

Step 1: If You are dissatisfied with any of Our services, please feel free to contact Us at the following contact points —

Step 1.1: Call Us at 1800 102 1010 (Toll free); Call centre timings: 8am to 8pm Monday to Saturday or Email: customerservice@indusindnipponlife.com OR

Step 1.2: Contact the customer service executive at Your nearest branch of the Company OR

Step 1.3: Write to: IndusInd Nippon Life Customer Care

IndusInd Nippon Life Insurance Company Limited (

Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC,

G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai– 400051

OR

IndusInd Nippon Life Insurance Company Limited ()

7th Floor, Silver Metropolis, Off Western Express Highway, Goregaon East, Mumbai - 400 063

Step 2: If Your complaint is unresolved for more than 14 days, or, you are not satisfied with the solution provided, or, you have wish to register a complaint, please contact Our service branch manager, who is also the Local Grievance Redressal Officer at Your nearest branch OR email us at headcustomercare@indusindnipponlife.com OR write to the correspondence address mentioned in Step 1 above

Step 3: If you are not satisfied with the resolution, please write to Our Grievance Redressal Officer at gro@indusindnipponlife.com OR write to the correspondence address mentioned in Step 1 above

Step 4: If the issues remain unresolved; you may refer the matter to the Insurance Ombudsman in accordance with the applicable rules

7.4. Procedure for registering complaint with IRDAI Grievance Call Centre (IGCC)

If You are not satisfied with the response or do not receive a response from Us within 14 days, You may approach the grievance cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Bima Bharosa TOLL FREE NO: 1800 4254 732

Email ID: complaints@irdai.gov.in

You can also register Your complaint online at <https://bimabharosa.irdai.gov.in>

Address for communication for complaints by fax/paper:

Policyholder Protection & Grievance Redressal Department (PPGR)

Insurance Regulatory and Development Authority of India

Sy No. 115/1, Financial District,

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Nanakramguda, Gachibowli,
Hyderabad - 500 032

7.5. Procedure for filing complaint with the Insurance Ombudsman

While We expect to satisfactorily resolve Your grievances, You may also at any time approach the Insurance Ombudsman. The Insurance Ombudsman may receive and consider any complaints under Rule 13 of the Insurance Ombudsman Rules 2017 (or, as amended from time to time) as described below:

Duties and functions of Insurance Ombudsman:

1. The Ombudsman shall receive and consider complaints or alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds:
 - a) Delay in settlement of claims, beyond the time specified in the Regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999
 - b) Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
 - c) Disputes over premium paid or payable in terms of insurance Policy;
 - d) Misrepresentation of Policy Terms and conditions at any time in the Policy Document or Policy contract;
 - e) Legal construction of insurance policies insofar as the dispute relates to claim;
 - f) Policy servicing related grievances against insurers and their agents and intermediaries;
 - g) Issuance of life insurance Policy, general insurance Policy including health insurance Policy which is not in conformity with the proposal form submitted by the Proposer;
 - h) Non-issuance of insurance Policy after receipt of premium in life insurance and general insurance including health insurance; and
 - i) Any other matter 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 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 (h).

Explanation: For the purpose of this sub-rule, the term 'deficiency' shall have the meaning as assigned to it in clause (11) of section of the Consumer Protection Act, 2019 (35 of 2019).

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 rule 14.

Manner in which complaint is to be made

1. Any person who has a grievance against an insurer or an insurance broker, may himself or through his legal heirs, Nominee or Assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer or the insurance broker, as the case may be, complained against or the residential address or place of residence of the complainant is located.
2. The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council of Insurance Ombudsmen, by the complainant or through his legal heirs, Nominee or Assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
3. No complaint to the Insurance Ombudsman shall lie unless

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- a. the complainant has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned to the insurer or the insurance broker, as the case may be, named in the complaint and
 - i. either the insurer or the insurance broker, as the case may be, had rejected the complaint; or
 - ii. the complainant had not received any reply within a period of one month after the insurer or the insurance broker, as the case may be, received his representation; or
 - iii. the complainant is not satisfied with the reply given to him by the insurer or the insurance broker, as the case may be;
 - b. The complaint is made within one year—
 - i. after the order of the insurer or the insurance broker, as the case may be, rejecting the representation is received; or
 - ii. after receipt of decision of the insurer or the insurance broker, as the case may be, which is not to the satisfaction of the complainant;
 - iii. after expiry of a period of one month from the date of sending the written representation to the insurer or the insurance broker, as the case may be, if the insurer named fails to furnish reply to the complainant.
4. The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer or the insurance broker, as the case may be, against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
 5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.
 6. The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14.

The Insurance Ombudsman shall not entertain complaints where the loss suffered by the complainant exceeds Rupees fifty lakhs.

The detailed list of the Ombudsmen is provided in Appendix A of this Policy Document.

About IndusInd Nippon Life Insurance Company Limited

IndusInd Nippon Life Insurance Company Limited (Formerly Reliance Nippon Life Insurance Company Limited), is a licensed life insurance Company registered with the Insurance Regulatory & Development Authority of India (IRDAI) Registration No. 121. IndusInd Nippon Life Insurance Company Limited offers You products that fulfil Your savings and protection needs. Our aim is to emerge as a transnational Life Insurer of global scale and standard.

CIN: U66010MH2001PLC167089

Registered and Corporate Office: IndusInd Nippon Life Insurance Company Limited, Unit Nos. 401B, 402, 403 & 404, 4th Floor, Inspire-BKC, G Block, BKC Main Road, Bandra Kurla Complex, Bandra East, Mumbai– 400051

Trade logo displayed above belongs to IndusInd International Holdings Limited & Nippon Life Insurance Company and used by IndusInd Nippon Life Insurance Company Limited under license.

For more information or any grievance,

1. Call Us between 8am to 8pm, Monday to Saturday on Our Toll-Free Call Centre Number 1800 102 1010
2. Visit Us at www.indusindnipponlife.com or
3. Email Us at: customerservice@indusindnipponlife.com
4. Chat with us on Whatsapp number (+91) 7208852700

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BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS

IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums.
Public receiving such phone calls are requested to lodge a police complaint

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8. Appendix A: Insurance Ombudsman

The detailed list of the Insurance Ombudsman is mentioned below for reference. (As these details are subject to change, please visit <https://www.cioins.co.in/ombudsman> for latest information regarding Ombudsman offices.)

Address of 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 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, 1st Floor, Jeevan Shikha, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal - 4620011 Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh and Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 / 2596429 / 2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha
CHANDIGARH	Office of the Insurance Ombudsman, Jeevan Deep Building S.C.O. 20 – 27, Ground Floor, Sector 17 – A, Chandigarh – 160 017.. Tel.: 0172 – 2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonipat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Delhi & Following Districts of Haryana – Gurugram, Faridabad, Sonipat & Bahadurgarh

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	Tel.: 011 – 46013992/ 23213504 / 23232481 Email: oio.delhi@cioins.co.in	
ERNAKULAM (KOCHI)	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground ,M.G.Road, Kochi - 682 011. Tel.: 0484 – 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.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. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 – 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7 th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.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 – 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorakhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered

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	Mumbai - 400 054. Tel.: 022-69038800//27//29//31/32/33 Email: oio.mumbai@cioins.co.in	under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: oio.noida@cioins.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautambudhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shaml, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 0061 Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar and 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. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE	Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane – 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.

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9. Appendix B: 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 from time to time. 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 26.12.2014 the date when insurance law was amended.

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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 a Nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where Nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of all the subsections of section 39 of the Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 39 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

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10. Appendix C: Section 38, Assignment and Transfer of Insurance Policies

Assignment or transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. 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 of 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 thereof 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 PolicySuch 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.

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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 26.12.2014, the date when insurance law was amended, shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of all the subsection of Section 38 of the Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 38 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

SAMPLE

Policy Document – IndusInd Nippon Life Cancer Shield Plan
A Non-Linked, Non- Participating, Fixed Benefit, Individual Pure Risk Health Insurance Plan

11. Appendix D: 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 from time to time are as follows:

1. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from
 - a. the date of issuance of Policy or
 - b. the Date of Commencement of Risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policywhichever is later.
2. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of Policy or
 - b. the Date of Commencement of Risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policywhichever is later.

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

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

Policy Document – IndusInd Nippon Life Cancer Shield Plan
A Non-Linked, Non- Participating, Fixed Benefit, Individual Pure Risk Health Insurance Plan

So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of all the subsection of the Section 45 of the Insurance Act, 1938, only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 45 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

Rajesh Kumavat
(Principal Compliance Officer)

Pradeep Kumar Thapliyal
(Appointed Actuary)

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