

IndusInd Nippon Life Group Jan Suraksha Kavach  
Policy Document  
A Non-Linked, Non-Participating, Group Life Pure Risk Micro Insurance Plan

**Part A**  
**Forwarding Letter**

Date: <<dd-mm-yyyy>>

<<Master Policyholder' Name>>
<<Addrs1>>
<<Addrs2>>
<<Addrs3>>
<<Postcode>>   Telephone No.: <<Telno >>

Master Policy No.	<<MP No.>>
Master Policyholder	<< Master Policyholder' Name>>
Client Id	<<Client ID>>
Date	<<Iss_Date>>

Dear Sir / Madam,

Welcome to IndusInd Nippon Life Insurance Company.

We value our relationship with you and thank you for choosing <<Plan Name>>.

Your Master Policy document comprises of the following documents:

- First Premium Receipt
- Policy Schedule
- Policy Terms & Conditions
- Process Guidelines
- Acknowledgement letter
- Copy of the filled-out Master Proposal Form
- Other relevant documents

You are requested to examine this Master Policy document carefully. Please intimate us immediately if you notice any error in your document for rectification of the same.

<<RSM Name>>, Corporate Relationship Manager, (<<RSM email>>/<<RSM #>>) has been appointed as your key account manager. He/She will be happy to address all queries and provide you with any information that you may require from time to time.

Please find enclosed the Acknowledgement letter. Request you to fill in the necessary details and return the same within 5 days of receipt of this Master Policy document.

We are delighted to bring to you the convenience of lifeline – your personal online account with IndusInd Nippon Life. Your Lifeline account provides you a one-window access to information related to your policy. You can download the Certificate of Issuance & Customer Information Sheet (CIS) for Members of the Group and share with them at your ease.

You may access your account by registering on [www.indusindnipponlife.com](http://www.indusindnipponlife.com), and follow a 5 step process:

Step 1: Visit [www.indusindnipponlife.com](http://www.indusindnipponlife.com)

Step 2: Click on customer tab in the member login area

Step 3: Click on new user under corporate customer section

Step 4: Enter your Client id (mentioned above) and one of your email id as mentioned in proposal form

Step 5: Your password shall be generated and sent to the email id provided

Login with your client id & password and enter a world of convenience!

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### 1.1 Freeloop Process

In the event the Master Policyholder disagrees with any of the terms and conditions of the Master Policy, the Master Policyholder may return the Policy to the Company within 30 days of its receipt for cancellation, stating the reasons for objections. On such cancellation, the Insurer will refund the entire premium received towards the Master Policy subject to deduction towards proportionate risk premium for the period of cover, the expenses incurred on medical examination of the Members, if any, and the stamp duty charges.

### 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>>

Phone No: <<AGTelno>>, Mobile No: <<Agent\_Mobno>>, Email ID: <<Agent\_email>>

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 [groupservice@indusindnipponlife.com](mailto:groupservice@indusindnipponlife.com) . In case we do not hear from you all the above details will be deemed as accurate and enforceable

Thank you once again for your patronage. We look forward for a long term and mutually beneficial relationship.

Yours sincerely

<<Signature>>

Authorized Signatory

For IndusInd Nippon Life Insurance Company Limited

### Policy Preamble

This Policy is the evidence of a contract between IndusInd Nippon Life Insurance Company Limited and the Master Policyholder referred below.

IndusInd Nippon Life Insurance Company Limited (also referred to as “Company” or “INLIC”) agrees to pay the benefits, as stipulated in the Master Policy Schedule to the Master Policyholder/Members of the Group on the basis of the statements, proposal, declarations and

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premium along with taxes as applicable from the Master Policyholder on the assurance that the Master Policyholder has agreed to all the policy terms and conditions referred to in the IndusInd Nippon Life Group Jan Suraksha Kavach Plan (UIN: 121N147V01) Master Policy document. The proposal, declaration and other information called for from the Master Policyholder form the basis of this contract. The benefits shall only be payable when the conditions are met as stipulated in the Master Policy document.

It is hereby further agreed that this Master 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

Sample

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**1.1. Policy Schedule – IndusInd Nippon Life Group Jan Suraksha Kavach**

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

The Company will pay or provide the benefits specified in the Master Policy document in the events and circumstances described there-in but subject to the terms and conditions of this contract.

Plan Name	IndusInd Nippon Life Group Jan Suraksha Kavach
Plan Description	A Non-Linked, Non-Participating, Group Life Pure Risk Micro Insurance Plan
Name of the Master Policyholder	<< >>
Address of the Master Policyholder	<< >>
Client ID of the Master Policyholder	<< >>
Group Scheme Name	<< MPH Name Followed by details, if any>>
Master Policy no.	<< >>
Type of Group	<< Employer Employee Group/ Non – Employer Employee Group>>
Type of Scheme	<< Voluntary/Compulsory>>
Type of Cover	Level Cover
Name of the Authorised Signatory	<< >> being the principal officer of the the Company at the time this Policy commenced
Master Policy Commencement Date	<< Date >>
Date of Commencement of Cover for Members	As per COI issued to Individual Members
Date of Termination of Cover for Members	As per COI issued to Individual Members
Insurance Coverage Period	As per COI issued to Individual Members
Sum Assured	As per COI issued to Individual Member
Death Benefit Payable	As per COI issued to individual Member
Joint Life Cover	(Applicable for Lender Borrower Scheme Only) <<Yes/No/Optional/Not Applicable>>
Minimum and Maximum Entry Age	<< Min >> and << Max >>
Premium Paying Term	<<Single Premium /One Year Renewable>>
Premium Frequency	(Applicable only for OYRT/ Not Applicable for Single Premium) <<Yearly/ Semi-annual/Quarterly/Monthly>>
Annual Renewal Date of Master Policy	(Applicable for OYRT Variant Only/Not Applicable for Single Life) <<Date/Not Applicable>>
Total Instalment Premium Payable:	<<>>
Group Size at Inception/Renewal of the Master Policy	<< minimum 5 members>>

Date of Policy Issuance:

IndusInd Nippon Life Group Jan Suraksha Kavach  
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Place: IndusInd Nippon Life Insurance  
Company Limited

(Signature of Authorized  
Signatory)

UIN of IndusInd Nippon Life Group Jan Suraksha Kavach Plan: 121N147V01

**Registered & Corporate Office address:** 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 - 400063; OR

Contact Our Customer Service Executive at Your nearest branch of the Company

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## Part B

### 2.1. Definitions

**“Accident”** means a sudden, unforeseen and involuntary event caused by external and visible means

**“Age”** means last birthday, i.e. the age of the Insured Member as specified in the Certificate of Insurance at the time of Commencement of members Cover.

**“Certificate of Insurance (COI)”** shall mean the document provided by Master Policyholder as authorized by the Company stating in brief the benefits, charges, important terms & conditions and the procedure of claim to the Insured Member(s)

**“Claimant”** means the person(s) entitled to receive the benefits under the Plan. In the event of a claim, the claimant is the nominee(s) of the Insured Member as specified in COI. In the absence of the nominee(s), the claimant is the legal heir(s) of the Insured Member.

**“Date of Commencement of Risk / Date of Commencement of Cover”** means the date mentioned as Date of Commencement of Risk/Cover in the Certificate of Insurance issued to the Insured Member.

**“Death Benefit”** means the benefit, which is payable on death of Insured Member, as stated in the policy document.

**“Employer – Employee Groups/ EE Groups”** is a group where an employer-employee relationship exists between the master policyholder and the member in accordance with the applicable laws.

**“Grace Period”** means the time granted by the insurer from the due date of payment of premium, without any penalty or late fee, during which time the policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the policy. The grace period for payment of the premium for all types of life insurance policies shall be fifteen days, where the policyholder pays the premium on a monthly basis and 30 days in all for other cases.

**“Member/Insured Member”** means a group member covered under this plan based on the eligibility criterion as defined in the Master Policy Holders scheme rules and subject to the satisfaction of eligibility conditions specified under this plan.

**“Master Policyholder/ Policyholder”** means the proposer for this policy and whose members are covered under the plan, and may include employer-employee groups and non employer-employee homogeneous groups such as banks, non banking financial institutions, employers offering loans to their employees, employee welfare societies etc.

**“Master Policy / Policy”** means the IndusInd Nippon Life Group Jan Suraksha Kavach contract entered into between the Master Policyholder and the Company providing benefits to the Members of the Master Policyholder under the terms and conditions of this Policy

**“Master Policy Schedule”** means the policy schedule issued by the Company, together with any amendments to the Schedule which may be issued from time to time

**“New Entrants”** members who are enrolled into the master policyholders group insurance scheme under IndusInd Nippon Life Group Jan Suraksha Kavach plan for the first time due to the membership of the Master Policy Group

**“Non-Employer-Employee Groups / Non-EE Groups”** means groups other than employer-employee where a clearly evident relationship between the Member and the Master Policyholder for services other than insurance exist.

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**“Nominee”** means the person or persons appointed by the Insured Member under Section 39 of the Insurance Act, 1938, as amended from time to time, to receive the admissible benefits to the Member, under the Policy

**“Master Policy Schedule”** means the policy schedule issued by the Company, together with any amendments to the Schedule which may be issued from time to time

**“Premium/ Risk Premium”** means the amount stipulated in the Master Policy Schedule and paid yearly / half yearly / quarterly or monthly or Single premium as applicable based on the premium option selected, by the Master Policyholder, as consideration of acceptance of risk and benefits specified as such in the Master Policy document

**“Regulations”** means the laws and regulations as in effect from time to time and applicable to this Policy, including without limitation, the regulations and directions issued by the Regulatory Authority from time to time

**“Regulatory Authority/IRDAI”** means the Insurance Regulatory and Development Authority of India of India (IRDAI) or such other authority or authorities, as may be designated under the applicable laws and regulations

**“IndusInd Nippon Life/INLIC/The Company/We/Our/Us”** means IndusInd Nippon Life Insurance Company Limited

**“Renewal Date / Annual Renewal date”** in relation to the Policy shall mean the relevant renewal date subsequent to the Date of Commencement applicable with One Year Renewable Term (OYRT)

**“Scheme”** shall mean the defined member benefits details, governed by the group administrator/ employer / trustees

**“Sum Assured”** is the absolute amount of benefit in accordance with the details provided in the Master Policy/Certificate of Insurance

**“Surrender”** means complete withdrawal or termination of entire policy contract

**“Trustees / Administrators”** are the persons so appointed under the trust deed / Scheme Rules for furtherance of the objective of the trust / scheme.

**“You/your”** means the Master Policyholder of this Master Policy document

## Part C

### 3.1. Death Benefit

#### Benefit Option: Single Life

Under this option, in the event of death of the Insured Member during the Insurance Coverage period, provided the coverage in respect of that member is in force, the death benefit equal to the Sum Assured with respect to the Insured Member as specified in the Certificate of Insurance (CoI) shall be payable.

The insurance coverage for Insured Member will terminate on death of the Insured Member or on expiry of Insurance Coverage period whichever is earlier.

#### Benefit Option: Joint Life (lender- borrower schemes only)

Under this option the spouse or parents (including in-laws) or children of the primary Insured Member shall also be covered under the COI as Joint Life on satisfying the age criteria of the product. On first death of any of the Insured Members during the Insurance Coverage period, provided the coverage is in force, the Sum Assured with respect to the Insured Member as specified in the Certificate of Insurance (CoI) shall be payable. The coverage for both the members will cease in case of death of any one of the members or on expiry of Insurance Coverage period whichever is earlier.

In the event of simultaneous death of both the members, the Sum Assured with respect to only one life shall be payable.

The maximum benefit payable by the company under all group micro insurance schemes, through a single or multiple application of same Insured Member shall not exceed Rs. 2,00,000 under any circumstances. In the event of more than one claim in respect of an Insured Member, claim will be processed for only up to aforementioned limit of Rs. 2,00,000. Claim above Rs. 2,00,000 will be declined by the company and the company shall refund the premium paid subject only to the deduction of the expenses incurred by us on medical examination at the Insured Member (if any) and Stamp duty charges, without any interest to the Claimant.

#### Commencement and Cessation of Death Benefit for the Insured Member

The Death Benefit for every Member/Employee will commence from a date which shall be the later of:

- Date of Member/Employee joining the Scheme
- Date of Commencement of the Master policy

The Death Benefit ends under the following conditions:

- The Member leaving the Scheme by way of retirement, disability, voluntary separation or early termination etc
- On death of the Member/ first death of the any of Insured Members in case of Joint Life
- On expiry of Insurance Coverage period with respect to the Insured Member(s)
- On Free Look cancellation of the Master Policy
- On the date of Surrender of the Master Policy, provided the members have not opted to continue with the cover
- On the date of Surrender of the COI of the individual Insured Member

### **3.2. Maturity benefit**

No maturity benefit is payable under this plan

### **3.3. Payment of Premium:**

The Premium should always be paid in full as per the premium payment mode chosen on or before the due date of the premium payment. In case, the Premium amount received by Us is less than the requisite amount, it will not be accepted until the deficit Premium is received and the cover will not be provided/renewed. We are not liable to pay any interest on the partial Premium paid.

In case of Single Pay policy, the Insurer reserves the right to review the Premium rates periodically and change the premium rates (from the pre-approved set of premium rates) applicable under the Master Policy in respect of New Entrants at any time after the review, by giving the Master Policyholder at least one month notice in writing.

In case of OYRT cover, the premium rates and other terms shall be applicable only for one year period from Master Policy Commencement Date/Annual Renewal Date as applicable.

In the event where the due Premium has been paid by the Insured Member to the Master Policyholder and an acknowledgement or receipt for the Premium has been received by the Insured Member, but the Premium has not been remitted by the Master Policyholder to Us within the Grace Period, if a claim occurs subsequently, the same shall be honoured, provided the claim is otherwise admissible and payable. However, this will be subject to submission of relevant documents by the Master Policyholder, proving that the due Premiums have been paid by the Insured Member to the Master Policyholder. The claim amount would be paid only after remittance of due Premium to Us, subject to the Master Policy being In force.

### **3.4. Premium frequency loading**

<<For OYRT Policies

When the frequency of premium is half-yearly, quarterly or monthly, loading on premium will be applicable as per the table below:

Frequency	Yearly	Half - yearly	Quarterly	Monthly
Loading Rate as % of premium	0%	1.5%	2%	3%

>>

<<For Single Premium Policies

Not Applicable>>

### **3.5. Special Conditions (if Any)**

<<Special Conditions>>

## Part D

### 4.1. Free look

In the event the Master Policyholder disagrees with any of the terms and conditions of the Master Policy, the Master Policyholder may return the Policy to the Company within 30 days of its receipt for cancellation, stating the reasons for objections. On such cancellation, the Insurer will refund the entire premium received towards the Master Policy subject to deduction towards proportionate risk premium for the period of cover, the expenses incurred on medical examination of the Members, if any, and the stamp duty charges.

In the event the Insured Member disagrees with any of the terms and conditions of the Certificate of Insurance and has not made any claim under the COI, Insured Member may return the Policy to the Company within 30 days of its receipt for cancellation, stating the reasons for objections. On such cancellation, the Insurer will refund through Master Policyholder the entire premium received towards the Certificate of Insurance subject to deduction towards proportionate risk premium for the period of cover, the expenses incurred on medical examination of the Members, if any, and the stamp duty charges.

### 4.2. Lapse

<<For Single Premium Policies  
Not Applicable>>

<<For OYRT Policies  
Under Yearly Premium Payment Mode: Not Applicable  
Under other than Yearly Premium Payment Mode: If Premium(s) have not been paid within the Grace period, the Insured Member Coverage under the Master Policy shall Lapse.

No Benefit payable under a lapsed cover>>

### 4.3. Grace Period

<<For Single Premium Policies  
Not Applicable>>

<<For OYRT Policies

There is a grace period of 30 days for Quarterly and Half-yearly mode, and 15 days for monthly mode during the Cover Term, from the due date of first unpaid premium. During the grace period the Master Policy shall continue to remain in-force along with all benefits under this policy and in case of any valid claim, if any, the same shall be paid subject to receipt/deduction of the unpaid due premium

Grace period is not applicable for policies with Annual Premium Payment mode.

>>

#### **4.4. Revival of cover**

<<For Single Premium Policies

Not Applicable>>

<<For OYRT Policies

For other than yearly Premium Payment Mode: The Insured Member's cover under the Master Policy can be revived from the due date of the first unpaid Premium and before the end of the Cover Term. The revival will be considered on receipt of written application from the Insured Member along with the proof of continued insurability of Insured Member and on payment of all overdue Premiums with interest. The revival will be effected subject to the Underwriting based on Company's Board approved Underwriting policy. Revival will take effect only after the Company communicates its decision to the Insured Member. The interest will be charged at a rate declared by the Company from time to time.

#### **4.5. Renewal of the Master Policy**

<<For Single Premium Policies

Not Applicable>>

<<For OYRT Variant

The Master policy can be renewed on the subsequent Annual Renewal date on the revised terms and conditions provided by the Company, provided the entire renewal premium as per the premium frequency chosen has been paid for the Master Policy subject to the Company's Board approved underwriting policy.>>

#### **4.6. Surrender**

##### Surrender by Master Policyholder

In the event of surrender of the Master Policy by the Master Policyholder, an option shall be given to Insured Member(s) on such surrender to continue the Cover till the expiry of the Insurance Coverage period. In the event the Member decides to continue the Cover, then the same needs to be communicated to the Company by the Master Policy Holder/ Member (as applicable).

Once the Master Policy is surrendered by the Master Policyholder, Exit Value shall be paid with respect to those Insured Member (s) who do not opt for continuance of Cover.

On this payment, the cover of such Insured Member (s) will cease and all rights, benefits and interests under this Policy will stand extinguished.

##### Surrender by an Insured Member:

In the event of surrender by an Insured Member if allowed by the Master Policyholder, the Exit Value shall be payable.

On this payment, the cover of such Insured Member(s) will cease and all rights, benefits and interests under this policy will stand extinguished.

If the coverage is availed against a loan, then on foreclosure of loan or transfer of loan to another financial institution by a Member, the Member shall have an option either to surrender his Certificate of Insurance during the Insurance Coverage period and obtain an Exit Value or to continue his cover till the end of the Insurance Coverage period.

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Exit Value = 75% \* [(Total Premium paid) x (Outstanding term in days for which premiums have been paid / Total term in days for which premiums have been paid)]

**4.7. Policy Loan:**

Policy loan facility is not available under this plan

Sample

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**Part E**

Not Applicable

Sample

## Part F

### 6.1. Misstatement of Age

The Company will pay the Sum Assured when it is satisfied of the identity and age of the insured person, that the insured person is dead and all relevant provisions of the policy have been met.

In case it is found that the Age as declared to us in respect to an Insured Member covered under the Master Policy is incorrect, one of the following shall apply:

- i. If the correct Age is found to be higher than the declared Age then the difference in premiums along with the interest is payable to the company. If the difference in premiums and applicable interest is not paid, we will refund the premium paid without any interest and after deducting all applicable expenses like medical expenses or other expenses if any incurred by us with respect to the Insured Member and the COI shall be terminated
- ii. If the correct Age is found to be lower, we will refund the difference in premiums through Master Policyholder.
- iii. If the correct Age is such lower or higher that the member is not eligible for the cover, we will terminate the Insured Member(s) cover and will refund the premiums paid without any interest and after deducting all applicable expenses like medical expenses or other expenses if any incurred by us in respect of the Insured Member

The Company has a right to refute any claim/s subject to the section 45 of the Insurance Act.

### 6.2. Claims

The Company will pay the death benefit to the Claimant when it is satisfied of the identity of the Insured Member that the Insured Member is dead and all relevant provisions of the policy have been met. Claimant means the person who is entitled to receive the death benefits under the Plan. In the event of a death claim, the claimant is the nominee of the employee / Insured Member. In the absence of the nominee, the claimant is the legal heir of the Insured Member/ employee.

Company has a right to repudiate any claim/s subject to the section 45 of the Insurance Act, as amended from time to time.

#### 6.2.1. Requirement for claims

Claim amount shall be payable to the Claimant for each individual member and may be facilitated through the Master Policyholder.

In the event of a claim arising under this Policy, the claimant shall intimate the Master Policyholder who shall intimate the Company in writing and provide us the following documents preferably within 90 days of the claim. the Company may accept/ process claims on merits of case even beyond the period of 90 days provided

- reasons of delay are due to unavoidable circumstances beyond the control of the claimant and
- the submission of documents in respect of said delays are evidenced to the satisfaction of the Company

List of documents required in the event of a claim for death benefit:

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- i. Original Master Policy Document
- ii. Certificate of Insurance
- iii. Death certificate in original issued by the competent authority
- iv. Hospitalization documents (discharge summary along with all investigation reports) if the Life Assured has taken treatment for illness leading to his death
- v. Copies of the First Information Report and the Final Investigation report thereof, duly attested by the concerned police officials and copy of the post-mortem report duly attested by the concerned officials, if death arising out of accident or unnatural deaths
- vi. Claim cum Discharge form duly filled in and signed by the Authorized official of the Master Policyholder
- vii. Cancelled cheque leaf / Self-attested passbook copy of the claimant
- viii. Any other document as may be required

#### **6.2.2. Requirements in case of Lender – Borrower Group Insurance Schemes**

##### For Regulated Entities where the Master Policy is issued under a Lender Borrower Scheme

In case, the Insured Member has made a valid assignment [in the form specified by Us] to assign the proceeds payable for his/her cover under the COI in favor of the Master Policyholder and there is a valid assignment in the name of the Master Policyholder as on the date of the death of the Insured Member, the Death Benefit payment only to the extent of the outstanding loan amount, as per the Loan Schedule, as on the date of the death of the Insured Member/claim shall be paid to the Master Policy Holder. The remaining Death Benefit if any shall be paid to the Nominee(s) or the Insured Member's legal heirs.

##### For other than Regulated Entities

In case of other than Regulated entities the Death Benefit payment shall only be paid to the Nominee(s) or the Insured Member's legal heirs.

Notwithstanding anything contained in Clause 6.2 above, depending upon the cause or nature of the claim, the Company reserves the right to call for other and/or additional documents or information, including documents/information concerning the title of the person claiming benefits under this Policy, to the satisfaction of the Company, for processing the claim.

If the documents called for are not submitted or not given, then valid reasons for not providing the same in a letter should be submitted within the time mentioned in the letter.

In the event of an act of God and other such extraneous circumstances where the relevant documents are not submitted by the Policyholder / Claimant due to reasons beyond the control of The Policyholder/ Claimant, the Company may process the claim provided there are valid reasons for the non-submission of the relevant documents, and it is satisfied on the genuineness of the claim.

#### **6.3. Exclusions**

In case of compulsory employer-employee groups, no exclusion would be applicable.

##### Exclusions for other than compulsory employer –employee group

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If the Insured Member whether sane or insane, commits suicide within 12 months from the date of joining the insurance scheme, 80% of the received premiums with respect to the Insured Member will be paid.

The suicide exclusion shall not be applicable for existing Insured Members who have renewed their policies under OYRT schemes.

#### **6.4. Fraud to Misrepresentation**

In the event of a fraud, the policy and/or the Certificate of Insurance 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 Master Policyholder and/or Insured Member, the policy and/or the Certificate of Insurance shall be declared "Null and Void" and premiums paid shall be refunded after deducting applicable charges, if any, to the Master Policyholder and/or Insured Member respectively 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 4 for reference).

#### **6.5. Termination**

##### **Termination of the coverage in respect of Insured Member:**

The insurance cover and other benefits, in respect of any Insured Member, will terminate at the earliest of the following:

- a. On expiry of the Coverage Period
- b. On termination of the Master policy
- c. On date of death of the Insured Member
- d. On expiry of cover in respect of the Insured Member, for any reason whatsoever
- e. On the date of payment of Exit value.
- f. On the date of payment of free-look cancellation amount
- g. On the expiry of the revival period, if the due Premium is not paid

##### **Termination of the Master policy:**

The Master policy shall terminate on happening of the earliest of the following events

- a. On the date of payment of free-look cancellation amount to the Master Policyholder.
- b. On the date of payment of exit
- c. value of the Master Policy, if any.
- d. On the date the last Insured Member of the Master Policy exits the scheme of insurance in any manner whatsoever.

On the termination of the Master Policy due to free-look cancellation, the insurance cover and other benefits in respect of all the Insured Members shall automatically terminate.

## 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 (except on public holidays) or Email: [groupservice@indusindnipponlife.com](mailto:groupservice@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](mailto: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](mailto: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](mailto:complaints@irdai.gov.in)

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

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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,  
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

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documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

3. No complaint to the Insurance Ombudsman shall lie unless
  - a. the complainant has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned to the insurer or 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 Private Limited & Nippon Life Insurance Company and used by IndusInd Nippon Life Insurance Company Limited under license.

For more information or any grievance,

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

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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**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:**

<b>Office of the Ombudsman</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
<b>AHMEDABAD</b>	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: <a href="mailto:gio.ahmedabad@cioins.co.in">gio.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:gio.bengaluru@cioins.co.in">gio.bengaluru@cioins.co.in</a>	Karnataka.
<b>BHOPAL</b>	Office of the Insurance Ombudsman, 1st Floor, Jeevan Shikha, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal - 4620011 Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: <a href="mailto:gio.bhopal@cioins.co.in">gio.bhopal@cioins.co.in</a>	Madhya Pradesh and Chhattisgarh
<b>BHUBANESHWAR</b>	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 / 2596429 / 2596003 Email: <a href="mailto:gio.bhubaneswar@cioins.co.in">gio.bhubaneswar@cioins.co.in</a>	Odisha
<b>CHANDIGARH</b>	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: <a href="mailto:gio.chandigarh@cioins.co.in">gio.chandigarh@cioins.co.in</a>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonipat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
<b>CHENNAI</b>	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: <a href="mailto:gio.chennai@cioins.co.in">gio.chennai@cioins.co.in</a>	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
<b>DELHI</b>	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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	<p>Tel.: 011 – 46013992/ 23213504 / 23232481  Email: <a href="mailto:gio.delhi@cioins.co.in">gio.delhi@cioins.co.in</a></p>	
<b>ERNAKULAM (KOCHI)</b>	<p>Office of the Insurance Ombudsman,  10th Floor, Jeevan Prakash, LIC Building,  Opp to Maharaja's College Ground ,M.G.Road, Kerala, Lakshadweep, Mahe-a part of Union  Kochi - 682 011.  Tel.: 0484 – 2358759  Email: <a href="mailto:gio.ernakulam@cioins.co.in">gio.ernakulam@cioins.co.in</a></p>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<b>GUWAHATI</b>	<p>Office of the Insurance Ombudsman,  Jeevan Nivesh, 5th Floor,  Nr. Panbazar, S.S. Road,  Guwahati – 781001(ASSAM).  Tel.: 0361 - 2632204 / 2602205 / 2631307  Email: <a href="mailto:gio.guwhati@cioins.co.in">gio.guwhati@cioins.co.in</a></p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	<p>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: <a href="mailto:gio.hyderabad@cioins.co.in">gio.hyderabad@cioins.co.in</a></p>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
<b>JAIPUR</b>	<p>Office of the Insurance Ombudsman,  Jeevan Nidhi – II Bldg., Gr. Floor,  Bhawani Singh Marg,  Jaipur - 302 005.  Tel.: 0141 – 2740363  Email: <a href="mailto:gio.jaipur@cioins.co.in">gio.jaipur@cioins.co.in</a></p>	Rajasthan.
<b>KOLKATA</b>	<p>Office of the Insurance Ombudsman,  Hindustan Bldg. Annex, 7<sup>th</sup> Floor,  4, C.R. Avenue,  KOLKATA - 700 072.  Tel.: 033 - 22124339 / 22124341  Email: <a href="mailto:gio.kolkata@cioins.co.in">gio.kolkata@cioins.co.in</a></p>	West Bengal, Sikkim, Andaman & Nicobar Islands
<b>LUCKNOW</b>	<p>Office of the Insurance Ombudsman,  6th Floor, Jeevan Bhawan, Phase-II,  Nawal Kishore Road, Hazratganj,  Lucknow - 226 001.  Tel.: 0522 – 4002082 / 3500613  Email: <a href="mailto:gio.lucknow@cioins.co.in">gio.lucknow@cioins.co.in</a></p>	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdara, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santakbirnagar, Azamgarh, Kushinagar, Gorakhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharthnagar
<b>MUMBAI</b>	<p>Office of the Insurance Ombudsman,  3rd Floor, Jeevan Seva Annex,  S. V. Road, Santacruz (W),</p>	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under

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	<p>Mumbai - 400 054.          Tel.: 022-69038800//27//29//31/32/33          Email: <a href="mailto:gio.mumbai@cioins.co.in">gio.mumbai@cioins.co.in</a></p>	Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
<b>NOIDA</b>	<p>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: <a href="mailto:gio.noida@cioins.co.in">gio.noida@cioins.co.in</a></p>	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, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
<b>PATNA</b>	<p>Office of the Insurance Ombudsman,          2nd Floor, Lalit Bhawan,          Bailey Road,          Patna 800 0061          Tel.: 0612-2547068          Email: <a href="mailto:gio.patna@cioins.co.in">gio.patna@cioins.co.in</a></p>	Bihar and Jharkhand
<b>PUNE</b>	<p>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: <a href="mailto:gio.pune@cioins.co.in">gio.pune@cioins.co.in</a></p>	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
<b>THANE</b>	<p>Office of the Insurance Ombudsman,          2nd Floor, Jeevan Chintamani Building,          Vasantrao Naik Mahamarg,          Thane (West)          Thane – 400604          Tel.: 022-20812868/69          Email: <a href="mailto:gio.thane@cioins.co.in">gio.thane@cioins.co.in</a></p>	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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**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.
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

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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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**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.
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

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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.]

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

IndusInd Nippon Life Group Jan Suraksha Kavach  
Policy Document  
A Non-Linked, Non-Participating, Group Life Pure Risk Micro Insurance Plan

[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)