

Welcome Letter

<< Date>>

<< MPH name & address>>

Canara HSBC Oriental Bank of Commerce Life Insurance Pradhan Mantri Jeevan Jyoti Bima Yojana (UIN 136G046V01)

"A Non-participating Non-Linked Group Term Insurance Plan"

PART A

Master Policy No. <<Master Policy Number>>

Dear Sir/Madam,

Thank you for choosing Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited as your preferred Insurance partner to provide PMJJBY Scheme to your customers.

We are pleased to enclose your Policy Pack for our PMJJBY Plan bearing **MASTER POLICY NO. <<Master Policy Number>>** issued on **<<Issuance Date>>**.

It is the Company's objective to provide financial protection for your customers supported by the highest levels of customer service.

We request you to kindly go through the entire Policy document to ensure that all details captured herewith are correct. For any discrepancy found in the above mentioned documents please write to us at customerservice@canarahsbclife.in or contact us on 1800-103-0003 or 1800-180-0003 (BSNL/MTNL).

This Policy may be renewed at the end of the term of one year at a time depending on the instructions/ notifications by the Government of India in this behalf, subject to the payment of such renewal premium by the member/ Master Policyholder, at such premium rates, and on such terms and conditions as prescribed at that time. Amendment(s) to the terms and conditions of this policy shall be given effect to by an endorsement on the Policy subsequent to the requisite changes being made in the rules of the Scheme (as approved by the Government of India) signed by an authorized official of the Master Policyholder & accepted by the Company.

The Policy Schedule may change on each Annual Renewal Date if there is any change in the Scheme rules under the Master Policy or if there are some other changes in the basic features of the cover granted. However, the rest of the terms and conditions of the Policy shall remain unaltered till they are altered by an endorsement.

This Policy has been effected in accordance with the provisions of the rules of the Scheme as on the Policy commencement date and in the event of any amendment to the rules, in so far as any such amendment has an effect on the operation of the Policy, it shall be operative only if the amendment is specifically approved by the Company in writing and not otherwise.

It shall be the responsibility of the Master Policyholder to inform the terms and conditions of the Policy or any subsequent amendments or modifications to the Policy or the renewal or non-renewal of the Policy, to its members from time to time. Any communication with regard to the Master Policy and the administration of the Scheme under the Master Policy shall be sent to the Master Policyholder only. The Company is not liable to send any individual communications of whatsoever nature to any individual member of the Master Policy.

Yours Truly

For Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited

Sd/-

<Name> - Head-Service Delivery

Type of intermediary	-
Name of intermediary	-
Code/ Branch code	-
Name of Specified Person	-
Specified Person code	-

Contact phone no.	-
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Please Note: This is an important document and should be kept in a safe place.

(ii) Policy Preamble:

This Master Policy document evidences a legal contract between You and Us which has been concluded on the basis of Your statements and declarations in the Master Proposal Form and other documents evidencing insurability of the Insured Members. We agree to pay the benefits, as stipulated in the Policy Schedule to the Master Policyholder on the basis of the statements, proposal, declarations and 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 this Policy. The proposal, declaration and other information called for from the Master Policyholder and the Insured Members form the basis of this contract. If any of the details furnished to the Company are incorrect or incomplete, then the Policy will be void. The Benefits shall be paid only when the same are payable as per the stipulations in the Policy document. The Beneficiary needs to submit satisfactory proof of title and other applicable documents pertaining to the Policy at Our offices for claiming the benefit. It is hereby further declared that this Policy shall be subject to the terms, conditions and privileges in this Policy document and that the Policy Schedule and every endorsement placed on the Policy by Us shall be deemed to be a part of the Policy.

This is a non-linked non-participating group term insurance product which provides one year life insurance cover to the Insured Members , renewable from year to year for benefit(s) as per the Master Policy terms and condition/Scheme Rules in line with Government of India PMJJBY Scheme.

This Policy Document is divided into numbered clauses for ease of reference and reading. The Clause headings do not limit the Policy or its interpretation in any way. Unless the context requires otherwise, words of one gender shall include the other gender and the singular shall include the plural and vice versa. Reference to any legislation, Act, regulation, guideline, etc includes subsequent changes or amendments to the same The terms 'You', 'Your' used in this document refer to the Master Policyholder and shall include the Insured Member/ Beneficiary for the purpose of payment of benefits. 'We', 'Us', 'Company', or 'Our' refers to Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. The word 'Authority' would refer to the Insurance Regulatory and Development Authority of India (IRDAI).

Canara HSBC Oriental Bank of Commerce Life Insurance Pradhan Mantri Jeevan Jyoti Bima Yojana (UIN 136G046V01)

MASTER POLICY SCHEDULE

MASTER POLICY DETAILS:

Proposal No:		Master Policy No:	
Master Policyholder:			
Address of Master Policyholder:			
Master Policy commencement date:		Annual Renewal Date:	
Plan Type:	Group	Scheme Name:	< > Bank PMJJBY Scheme
Minimum age of entry		Maximum age at entry	
No. of Members covered:		Premium Mode:	Annual
Sum Assured per Insured member (in Rs.):	Rs. 200,000	Premium per Insured member*	Rs. <As per the table given below>
Benefit Basis:			

<Product Specific Fields if any may be added>

Presently Goods and Service Tax* is not applicable for PMJJBY Scheme. In future any other statutory taxes/ levy/ duty/ surcharge on your premiums (if any), shall be per notification from the Central and/ or State Government.

Note: Risk on the life of Insured Member shall commence on 1st June or date of joining the Scheme as updated by the Master Policyholder, subject to payment of full/ pro-rata premium.

*Out of premium collected per insured member by the Master Policyholder, the appropriation of premium will be as below in accordance with the Scheme Rules.

Month of Enrolment for new members	Premium Per Insured Member	Appropriation of premium between Insurance Company and the Bank would be as below:		
		Insurance Premium to the Company per Member	Commission charges to BC/ Micro/ Corporate/ Agent per Member	Administrative charges to Bank (Master Policyholder) per Member
June/ July/ August	Rs. 330	Rs. 289	Rs. 30	Rs. 11
September/ October/ November	Rs. 258	Rs. 225	Rs. 22.5	Rs. 10.5
December/ January/ February	Rs. 172	Rs. 150	Rs. 15	Rs. 7
March/ April/ May	Rs. 86	Rs. 75	Rs. 7.5	Rs. 3.5

At the time of renewal, per member premium will be Rs. 330 and its apportionment will be Rs. 289 per annum as Insurance Premium to the Company, Rs. 30 as commission charges to BC/ Micro/ Corporate/ Agent and Rs. 11 towards administrative charges of participating banks, unless notified by Govt. of India under the PMJJBY Scheme Rules.

Please read Your Policy Details carefully to verify that it correctly reflects the policy You applied for. In case of any discrepancies please return this Policy document to us for correction.

For **Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

By:

Name: _____

Sd/-

<Name>

Head-Service Delivery

Premium Receipt

Date: Master Policy No.:

Master Policyholder: Receipt Number:

Address:

To: <<Name of MPH>>

This is to acknowledge receipt of premium against above referred Master Policy Number, as per detail given below.

SUMMARY OF POLICY INFORMATION

Name of the Company	{{NAME OF THE COMPANY}}
Address	{{HO ADDRESS}}
Goods and Services Tax Identification Number	{{GOODS AND SERVICES TAX IDENTIFICATION NUMBER OF HO}}
Service Accounting Code	{{SERVICE ACCOUNTING CODE}}
Master Policyholder Current Address	{{POLICY HOLDER CURRENT ADDRESS}}
Master Policyholder State/ Union Territory & Code	{{POLICY HOLDER STATE & CODE}}
Master Policyholder Goods and Services Tax Identification Number	{{GOODS AND SERVICES TAX IDENTIFICATION NUMBER}}
Plan	Canara HSBC Oriental Bank of Commerce Life Insurance Pradhan Mantri Jeevan Jyoti Bima Yojana (UIN 136G046V01)
Premium received by Company per member	
No. of members covered	<< >>
Total Premium as received by Company (in Rs.)	

Should you need any further assistance, please call us on our Toll Free No.1800-103-0003 or 1800-180-0003 (BSNL/MTNL). You may also e-mail us at customerservice@canarahsbclife.in.

Yours Sincerely,

Authorized Signatory

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited

Note: Subject to Direct Credit / Realization of Demand Drafts
Permanent Account Number AADCC1881F

Stamp Endorsement

Master Policy Holder details:

Name of Master Policyholder	<< MPH Name>>	Master Policy No.	<<MPH No.>>
Plan	Canara HSBC Oriental Bank of Commerce Life Insurance Pradhan Mantri Jeevan Jyoti Bima Yojana	Stamp Value (in Rs.)	<<Stamp Value>>

"The appropriate stamp duty towards this Policy is paid vide <<CRN Number>>"

Endorsement

PART B
GLOSSARY OF IMPORTANT TECHNICAL AND LEGAL TERMS

This document aims to explain certain technical and legal terms of the insurance policy in a simple and easy language.

Annual Renewal Date	1 st of June of each successive year or as modified and notified under the Scheme Rules.
Beneficiary	The person or persons who has/have been nominated by the Insured Member as beneficiary/beneficiaries and whose name or names has/have been entered by the Master Policyholder in the Register of Insured Members and who are entitled to receive benefit upon death of Insured Member.
Insured Member	An individual who meets the eligibility criteria and is covered under this Master Policy.
Master Policy	This life insurance policy comprising these terms and conditions, the Master Policy Schedule, Annexure, Register of Insured Members, endorsement or addendum/s (if any), Proposal Form including other correspondence issued by the Company, all of which shall form an integral part of this Policy.
Master Policyholder	The entity named as such in the Master Policy Schedule to whom this Policy has been issued by the Company.
Master Policy Commencement Date	The date of commencement of the Master Policy as specified in the Master Policy Schedule.
Master Proposal Form	It is an application form which is to be completed and signed by the proposer for securing a group insurance policy and forms the basis for issuance of the Master Policy.
Risk	The obligation assumed by the Company when it issues a policy.
Risk Commencement Date	Risk Commencement Date as provided under the Scheme Rules
Rules	Rules of the Scheme
Scheme	Pradhan Mantri Jeevan Jyoti Bima Yojana for the bank account holders of the Master Policyholder.
Sum Assured	Rs. 2,00,000/- (Two Lakhs) or as modified and notified under the Scheme Rules.

PART C

1. Eligibility criteria of Insured Member

- i. All individual bank account holders (single and/or joint) with the Master Policyholder aged between 18 years (last birthday) and 50 years (age nearest birthday) who give their consent to join/enable auto debit in accordance with Scheme Rules.
 - ii. At the time of renewal the Insured Member should not be more than 55 years of age (nearest birthday).
 - iii. In case of multiple bank accounts held by an individual in one or different banks, the person would be eligible to join the scheme through one bank account only.
2. The Company may cover an individual under this Master Policy who satisfies the eligibility criteria as provided in Clause 1, after receipt of the Insured Member details as per the requirements of the Company along with the requisite amount of premium in accordance with the Scheme Rules.
 3. The insurance cover for each Insured Member under this Policy shall be for one year period stretching from 1st June till 31st May. Delayed enrolment with payment of full/ pro-rata premium for prospective cover is possible. The Master Policyholder may renew the Policy annually and the Company has the right to vary the terms of this Policy effective from the renewal date through an endorsement subject to Scheme Rules.

4. Death Benefit

Subject to Clause 10, A Death benefit of fixed Sum Assured of Rs. 200,000 shall be payable to the Beneficiary or legal heir, as the case may be, on the death of the Insured Member due to any cause during the Policy Term and subject to the following:

- i. The maximum death benefit on any individual life under this Master Policy for an Insured Member shall not exceed Rs. 200,000 (Rupees two lakhs only).
- ii. In case the Insured Member is covered with multiple insurers through a single or multiple bank accounts and premium is received in respect of all covers, the insurance cover will be restricted to Rs. 200,000 (Rupees two lakhs) only by admitting the claim on the first application based on the date of enrolment. The premium received by Us on subsequent enrolments shall be liable to be forfeited. In case, a death claim has already been settled by any other insurer in respect of any Insured Member, We shall not have any liability to admit any claim on the Insured Member and shall forfeit the premium(s) received in respect of the said deceased Insured Member.

The claim for death benefit shall be raised as per the claim procedure stated in part F of this Master Policy.

5. Survival and/or Maturity Benefit

There is no survival and maturity benefit payable under this plan.

6. Termination of Insurance cover at Insured Member level

The life insurance cover on the life of the Insured Member shall terminate on any of the following events and no benefit will become payable thereunder:

- (i) On Insured Member attaining the age of 55 years (nearest birthday) subject to annual renewal up to that date as per the Scheme Rules.
- (ii) Closure of account of the Insured Member with the bank or insufficiency of balance to keep the insurance in-force.
- (iii) Non-receipt of premium on renewal premium due date.
- (iv) Death of the Insured Member.
- (v) the date on which the claim on Insured Member is settled
 - i. by another insurer in case the Insured Member was insured through more than one bank or
 - ii. in case the Insured Member is covered under more than one savings bank account with the same bank.

7. Termination of Master Policy

The Master Policy is liable to be discontinued with effect from any subsequent Annual Renewal Date if circumstances justify such discontinuance.

The Policy may be terminated as at any Annual Renewal Date by either the Master Policyholder or the Company by mailing written notice of termination to the other party, not less than thirty days before the Annual Renewal Date on which such termination shall be effective. However, Termination shall be without prejudice to any claim occurring prior to the effective date of termination.

PART D

8. Premium payment

- (i) The premium will be deducted as per Scheme Rules from the Insured Member's bank account through auto debit facility in one installment on or before 31st May of each annual coverage period. Insured Member may also give one-time mandate for auto-debit every year till the Scheme is in force, subject to adjustments in premiums that may be deemed necessary as notified by the Govt. of India or upon review of experience of the Scheme in future years.
- (ii) In case a member is covered with more than one insurer through more than one bank account under Pradhan Mantri Jeevan Jyoti Bima Yojana ('PMJJBY Scheme') and premium is received by those insurers inadvertently, life insurance cover will be restricted to Rs. 2 Lakh (in total) and the premium received from the Master Policyholder against such members shall be liable to be forfeited.

9. Reinstatement

If the life insurance cover is ceased due to any technical reasons such as insufficient balance on due date or due to any administrative issues, the same can be reinstated on receipt of full annual premium along with requisite documents/declaration, if any, as specified by Scheme Rules. On reinstatement, the 45 day waiting period shall apply in accordance with Scheme Rules.

10. Exclusion

During the first 45 days from the Risk Commencement Date of an Insured Member who has enrolled into the Scheme for the first time, no claim will be admissible and the Company shall not be liable to pay any death claim (except on death due to an accident).

No such clause is applicable on subsequent renewals in the Scheme at member level.

Members who exit the scheme at any point may rejoin the Scheme in future years. The exclusion of insurance benefits during the lien period (starting from the rejoining date) shall also apply to Insured Members who exit anytime and rejoin in future.

In future years, new entrants into the eligible category or currently eligible individuals who did not join earlier or discontinued their subscription shall be able to join while the Scheme is continuing subject to 45 days lien period.

11. Obligations of Master Policyholder

- 11.1 This Master Policy is issued on the condition that the Master Policyholder shall provide to the Company correct, complete information of the eligible individuals as are necessary for the Company to make its decision to provide Insurance Cover and provide such other or further information as the Company requires. All documents furnished to the Master Policyholder by any Insured Member in connection with this policy, and other records as may have a bearing on the insurance under this policy, shall be open for audit/inspection by the Company at all reasonable times.
- 11.2 In the event of an Insured Member ceasing to be an eligible Insured Member, the Master Policyholder shall promptly notify the Company in the frequency as agreed between the parties.
- 11.3 It shall be the responsibility of the Master Policyholder to ensure that the personal information provided about the Insured Member(s) to the Company is accurate and correct. The Master Policyholder shall indemnify and keep indemnified the Company against any and all losses, costs, expenses, actions, claims, proceedings suffered by the Company as a result of the Master Policyholder's failure to carry out and ensure the aforesaid.
- 11.4 The Master Policyholder acknowledges that the Company shall not be liable for any loss of benefit resulting from errors in or omissions from any information, data or evidence given to the Company or if the Master Policyholder does not remit the premiums on behalf of the Insured Members as laid down under this Policy.

- 11.5 The Master Policyholder shall explain the contents of this Policy, including the details of the schedules, Annexures, Certificate of Insurance, premium payments and due dates, benefits etc to the Insured Member(s). The acknowledgement slip issued by the Master Policyholder maybe made into an acknowledgement slip-cum certificate of insurance.
- 11.6 Enrolment form/ Auto-debit authorization/ Consent cum Declaration form in the prescribed proforma shall be obtained and retained by the Master Policyholder. In case of claim, We may seek submission of the same. We reserve the right to call for these documents at any point of time.
- 11.7 Master Policyholder shall remit the premium to the Company in case of regular enrolment on or before 30th of June every year and in other cases in the same month when received in accordance with Scheme Rules.
- 11.8 It will be the responsibility of the Master Policyholder to recover the appropriate premium in one instalment, as per the option, from the Insured Members on or before the due date through 'auto-debit' process.
12. **Surrender/Paid-Up**
There is no surrender or Paid-Up value under this policy.
13. **Change in Sum Assured & other terms and conditions**
Change in Sum Assured or any of the terms and conditions is not allowed under this plan unless there is any change in the Scheme Rules by the Government of India or any regulatory change as required by IRDAI. Further, any such change will be done through an endorsement to this policy.
14. **Loan**
There is no loan available under this Policy.
15. **Assignment**
This policy cannot be assigned.

PART E

There are no explicit charges under this plan.

PART F
General Conditions

16. Your Duties

You shall give Us all particulars relevant to the Master Policy and the operation of the Master Policy which will be accepted by Us as conclusive. Any discharge given by You or on Your behalf shall be a valid discharge to Us in respect of any payment to be made under the Master Policy. You shall indemnify and keep Us indemnified against any and all losses, liabilities, damages, costs, expenses, actions, proceedings, judgments suffered by Us as a result of Your failure to perform, fulfill or observe Your obligations under this Master Policy.

17. List of Beneficiary

The Master Policyholder shall maintain the Beneficiary details of the Insured Members covered under the Master Policy.

18. Register of Insured Members

The register of Insured Members for this Policy shall be as per the format agreed between the Parties.

19. Nomination

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time. The entire Section 39 is reproduced and enclosed in **Annexure 2**.

20. Policy Currency

All Contributions/premiums and benefits payable shall be paid in Indian Rupees only.

21. Release and discharge

The Insurance Cover for an Insured Member will terminate automatically on payment of the death benefits as specified in the Register of Insured Members issued by the Company under the Master Policy and the Company will be relieved and discharged from all obligations under the Insurance Cover.

22. Limitation of Liability

The Maximum liability of the Company under this Master Policy in respect of an Insured Member shall not, in any circumstances, exceed the amount of Death Benefit provided to such Insured Member. The Company's liability in respect of a Death Benefit shall end on the Cover End Date or on payment of the Sum Assured applicable on the date of death of an Insured Member to the Master Policyholder in case claim is admitted by the Company.

23. Claim Procedures

The Master Policyholder or Claimant as the case may be, should intimate us about the death of the insured member in writing within a period of 90 days of such death along with the following documents

- Claim form (to be completed by Nominee and Bank)
- Original/Attested copy of Death Certificate issued by Municipal Authorities
- NEFT mandate form/Copy of Bank passbook/ Cancelled cheque where name and account number of Nominee are printed.

In case of accidental deaths, following additional documents are required.

- First Information Report (FIR)
- Post Mortem/Viscera Report and Panchnama
- Final Police Investigation Report

If We do not receive notification of the death within 90 days, We may condone the delay if we are satisfied that the delay was for reasons beyond the Claimant's control. The claim shall be paid to the Beneficiary as the case may be as specified under the Master Policy. If there is no Beneficiary or the Beneficiary is not alive at the time of death of the Insured Member, then the claim shall be paid to the legal heir/s of the deceased Insured Member as per the court directions. The Company reserves the right to call for such documents or information, including documents/ information concerning the title of the Claimant, to the satisfaction of the Company for processing the claim.

Any claim intimation to the Company must be made in writing and delivered to the address, which is currently: **Claims Unit**

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited,
139 P, Sector 44, Gurugram – 122003, Haryana, India
Resolution Centre: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)

Email id: claims.unit@canarahsbclife.in

Any change in the address or details above will be communicated by the Company to the Master Policyholder in writing.

For further details on the process, please visit our claims section on our website www.canarahsbclife.com

24. Grievance Redressal / Complaints

The contact details and procedure to be followed in case of any grievance in respect of this policy is provided in the document titled as "Grievance Redressal" as provided in **Part G**.

25. Taxes, duties and levies

It shall be the sole responsibility of the Master Policyholder/Beneficiary/Insured Member to ensure compliance with all applicable provisions of the Regulations, including taxation laws, and payment of all applicable taxes in respect of the Contributions/premiums and Death Benefits or other payouts made or received by the Beneficiary under this Policy as per applicable laws and as per Scheme Rules and the Company does not accept any liability or responsibility in this regard. Except as may be specifically required by the Regulations, the Company shall not be responsible for any tax liability arising in relation to this Master Policy, the premiums payable or the Death Benefits or other payouts made in terms of this Master Policy. The Company shall be entitled to deduct such amounts towards taxes, duties or such other levies as may be required from any sum received by it or payable under this Master Policy, and deposit the amount so deducted with the appropriate government or regulatory authorities. Master Policyholder /Beneficiary/Insured Member acknowledge that they are solely responsible for understanding and complying with their respective tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes in all jurisdictions in which Your tax obligations arise and relating to the Services provided by Us. We do not provide any tax advice. Master Policyholder/Beneficiary/Insured Member is advised to seek independent legal and/or tax advice. We have no responsibility in respect of Master Policyholder/Beneficiary's tax obligations in any jurisdiction including but not limited to those that relate specifically to the Services provided by Us.

26. Disclosure of information

If the Master Policyholder or Beneficiary or anyone acting for them or with their knowledge makes any false or fraudulent claim with the Company for payment of Death Benefit hereunder, then the Insurance Cover in respect of Insured Member in respect of whom the false/fraudulent claim was made shall become null and void and the contract shall stand terminated in accordance with applicable laws.

27. Loss of Master Policy document – issue of duplicate

The Company will replace a lost Master Policy Document when satisfied that it is lost. However, the Company reserves the right to make such investigations into and to call for such evidence of the loss of the Master Policy Document at the Master Policyholder's expense, as the Company considers necessary before issuing a duplicate Master Policy Document. No charge/fee will be levied for replacement of the Master Policy document. It is hereby understood and agreed that Master Policyholder will indemnify the Company and hold the Company harmless against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Master Policy or arising out of issuance of duplicate Master Policy.

28. Terms & Conditions, Schedule, Scheme Rules, Endorsements etc to form part of Contract

This Master Policy comprising of the terms and conditions set forth herein, the Master Policy Schedule and the endorsements, if any, made on or applicable to this Master Policy, the Master Proposal Form, Scheme Rules or any other document executed by the Master Policyholder including quote questionnaire shall form an integral part and the entire contract, evidenced by this

Master Policy. The liability of the Company is at all times subject to the terms and conditions of this Master Policy and the endorsements made from time to time.

29. Communications & Notices

We shall dispatch the Master Policy documents, communications and notices to You through courier or post (ordinary/registered/speed post) at the address specified in the Master Proposal Form, unless You have provided Us with written notice of Your updated address. If any such document, notice or communication returns undelivered, We may attempt to have the same delivered to You by alternative means.

30. Electronic transactions

In conducting electronic transactions, in respect of this Master Policy, You shall comply with all such terms and conditions as prescribed by us. Such electronic transactions are legally valid and shall be binding on You.

31. Governing Law and Jurisdiction

This Master Policy shall be governed by and interpreted in accordance with the laws of India.

32. Section 45 - Suppression of material facts and Fraud

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. The entire Section 45 is reproduced and enclosed in **Annexure 3**.

33. Travel & Occupation

There are no restrictions on travel and occupation of Insured Members.

PART G

GRIEVANCE REDRESSAL PROCEDURE

1. In case You wish to register a complaint with Us, You may visit our website, approach our resolution centre, grievance officers at hub locations or may write to Us at the following address. We will respond to You within two weeks from the date of our receiving Your complaint. Kindly note that in case We do not receive a revert from You within eight weeks from the date of Your receipt of our response, We will treat Your complaint as closed. Complaint Redressal Unit: Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited; 139 P, Sector 44, Gurugram – 122003, Haryana, India. Toll Free: 1800-103-0003/ 1800-180-0003 (BSNL/ MTNL) Email: cru@canarahsbclife.in
2. If You do not receive a satisfactory response from Us within the above timelines, You may write to our Grievance Redressal Officer at: Grievance Redressal Officer, Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited; 139 P, Sector 44, Gurugram – 122003, Haryana, India. Toll Free: 1800-103-0003/ 1800-180-0003 (BSNL/ MTNL) Email: gro@canarahsbclife.in
3. If You are not satisfied with Our response or do not receive a response from Us within 15 days, You may approach the Grievance Cell of the Authority at: Insurance Regulatory and Development Authority of India; Grievance Call Centre (IGCC). Toll Free No:155255. Email ID: complaints@irda.gov.in. Website Address for registering the complaint online: <http://www.igms.irda.gov.in> Consumer Affairs Department Insurance Regulatory and Development Authority of India, Survey.No.115/1, Financial District, Nanakramguda, Gachibowali, Hyderabad – 500 032, Telangana; Ph No: 91- 40 – 20204000
4. In case You are not satisfied with the resolution or there is no response within a period of 1 month, You/ complainant may approach the Insurance Ombudsman for Your State at the address mentioned below or on Authority's website www.irda.gov.in. If the grievance pertains to the matters as mentioned below or an appropriate judicial/ quasi-judicial authority having jurisdiction over the matter for redressal of Your grievance, You may also refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html> for updated list of Ombudsman. The Ombudsman may receive complaints:
 - a) under Rule 13 of Redressal of Public Grievances Rules, 2017 ("Rules");
 - b) for any partial or total repudiation of claim by Us;
 - c) for any dispute in regard to premium paid or payable;
 - d) for any dispute on the legal construction of the Policy in so far as such dispute relate to claim;
 - e) for delay in settlement of claim;
 - f) for non-issue of any insurance document after receipt of premium;
 - g) misrepresentation of policy terms and conditions;
 - h) policy servicing related grievances against Company and their agents and intermediaries;
 - i) issuance of policy which is not in conformity with the proposal form submitted by proposer; and
 - j) any other matter resulting from the violation of provisions of Insurance Act, 1938 as amended from time to time or regulations, circulars, guidelines or instructions issued by Authority from time to time or terms and conditions of the policy in so far as they relate to issues mentioned above

As per provision 14(3) of the Rule:- No complaint to the Insurance Ombudsman shall lie unless—
(a) the complainant makes a written representation to the insurer named in the complaint and—(i) either the insurer had rejected the complaint; or (ii) the complainant had not received any reply within a period of one month after the insurer received his representation; or (iii) the complainant is not satisfied with the reply given to him by the insurer; (b) The complaint is made within one year—(i) after the order of the insurer rejecting the representation is received; or (ii) after receipt of decision of the insurer 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 if the insurer named fails to furnish reply to the complainant . As per provision 14(5) of the Rule:- 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

LIST OF INSURANCE OMBUDSMAN*

1. Ahmedabad: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in Jurisdiction: Gujarat, Dadra & Nagar Haveli, Daman and Diu
2. Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 025. Tel.: 080 - 26652049 / 26652048 Email: bimalokpal.bengaluru@ecoi.co.in Jurisdiction: Karnataka.
3. Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P.)-462 003. Tel.: 0755-2769201 / 2769202 Fax : 0755-2769203 Email: bimalokpal.bhopal@ecoi.co.in Jurisdiction: Madhya Pradesh & Chhattisgarh.
4. Bhubaneswar: Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar-751 009. Tel.: 0674-2596461/2596455 Fax: 0674-2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in Jurisdiction: Odisha
5. Chandigarh: Office of the Insurance Ombudsman, S.C.O. No.101, 102,103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh-160 017. Tel.: 0172- 2706196/2706468 Fax : 0172-2708274 Email: bimalokpal.chandigarh@ecoi.co.in Jurisdiction: Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
6. Chennai: Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai-600 018. Tel.: 044-24333668/24335284 Fax : 044-24333664 Email: bimalokpal.chennai@ecoi.co.in Jurisdiction: Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
7. New Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110002. Tel.: 011-23239633/ 23237532 Fax : 011-23230858 Email: bimalokpal.delhi@ecoi.co.in Jurisdiction: Delhi
8. Guwahati: Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, Guwahati-781 001(Assam). Tel.: 0361-2132204/2132205 Fax: 0361-2732937 Email: bimalokpal.guwahati@ecoi.co.in Jurisdiction: Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
9. Hyderabad: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in Jurisdiction: Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
10. Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in . Jurisdiction: Rajasthan
11. Ernakulam: Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, Ernakulam-682 015. Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@ecoi.co.in Jurisdiction: Kerala, Lakshadweep, Mahe - a part of Pondicherry
12. Kolkata: Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R. Avenue, Kolkata - 700 072. Tel: 033 22124339/22124340 Fax: 033 22124341 Email: bimalokpal.kolkata@ecoi.co.in Jurisdiction: West Bengal, Sikkim, Andaman & Nicobar Islands
13. Lucknow: Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel: 0522 -2231330/2231331 Fax: 0522-2231310 Email: bimalokpal.lucknow@ecoi.co.in Jurisdiction: Districts of Uttar Pradesh: Laitpur, 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, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14. Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai-400 054. Tel: 022-26106552/26106960 Fax: 022-26106052 Email:

bimalokpal.mumbai@ecoi.co.in Jurisdiction: Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane

15. 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 - 41312555; Email: bimalokpal.pune@ecoi.co.in Jurisdiction: Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
16. Noida: Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. 201 301 Tel.: 0120-2514250/52/53 Email: bimalokpal.noida@ecoi.co.in Jurisdiction: State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
17. Patna: Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in Jurisdiction: Bihar, Jharkhand

****For updated list of Ombudsman please refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html>***

Section 39 "Nomination by Policyholder" is reproduced below

39. (1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death:

Provided that, where any nominee is a minor, it shall be lawful for the policy-holder to appoint any person in the manner laid down by the insurer, to receive the money secured by the policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The insurer shall furnish to the policyholder a written acknowledgment of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its re-assignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policy-holder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policy-holder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policy-holder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the

amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Ordinance, 2014.

(11) Where a policy-holder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.

(12) The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied:

Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Ordinance, 2014, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

Section 45 "Policy not to be called in question on ground of misstatement after three years" is reproduced below-

(1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud: Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

Explanation I- For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the 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.

Explanation II- Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the mis-statement of a or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

Explanation –A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based:

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation.

Explanation- For the purposes of this sub-section, the mis-statement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(5) Nothing in this sections shall prevent the insurer from calling 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 that the age of the life assured was incorrectly stated in the proposal.

Annexure 4

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For the latest Hub-List please refer to our website at www.canarahsbclife.com.