

To ensure Protection to our customers
availing loan, Lendingkart has availed

Digit Life Group Long Term Plan

(A Non-Linked, Non-Participating, Group Pure Risk Premium Life Insurance Plan)

UIN: 165N002V01

FOR OUR
★ LOAN ★
CUSTOMERS

Term Insurance Plan

Financial protection against burden of your loan repayment
due to death

Base Coverage

Death Benefit - Lumpsum Sum Assured
Level cover

Terms of Coverage

Life cover option

Single life cover

Premium payment option

Single Premium

Premium Payment Frequency

Single

Eligibility Conditions

Entry Age (as per last birthday)	Minimum - 18 years	Maximum - 65 years
Maximum Cover Ceasing Age	70 years	

Member Coverage Term - As per your loan tenure

The communication is intended solely for the customers of Lendingkart Finance Limited (Group Manager) to enable them to enroll as members for Life Insurance Cover availed from Go Digit Life Insurance Limited. Please read all terms and conditions carefully before enrollment. The enrollment to the Group is purely voluntary and insurance risk is underwritten by Go Digit Life Insurance Limited.

Tax benefit if any, is based on prevailing tax laws which are subject to change from time to time.

Digit Life Group Long Term Plan is a non-linked non-participating group pure risk premium life insurance plan, which provides financial protection against risk of death to the Insured Member. Below are some of the key provisions of the Group Policy that may be applicable to the cover, if opted. The document is not a binding document is only intended to provide easy reference points for better understanding. The detailed Certificate of Insurance with Terms and conditions would be made available post enrollment.

Important Terms and Definitions

DEFINITIONS

In this Policy, unless the context requires otherwise, the following words and expressions shall have the meaning assigned to them respectively herein below:

- 1. Accident, Accidental** means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. Accidental Death** The Accident shall result in Bodily Injury or injuries to the Insured Member independently of any other means. Such Injury or injuries shall, within 180 days of the occurrence of the Accident (in case of Additional Accidental Death Benefit as mentioned in Clause 6.2.4.a. in Part C of this Master Policy Document) and within 12 months of the occurrence of the Accident (in case of Accidental Death Benefit under Additional Personal Accident Benefit, as mentioned in Clause 6.2.4.c. in Part C of this Master Policy Document), directly and independently of any other means, cause the death of the Insured Member. Such a death is defined as "Accidental Death". The date of the Accident should be after the Risk Commencement Date and before the termination/ expiry of the Insured Member's Insurance Coverage.
- 3. Age** shall be Age of the Member as at last birthday on the Risk Commencement Date for existing Insured Members, and age as on Entry Date for new Members and as recorded with the Company.
- 4. Appointee** shall mean a person who is appointed by the Insured Member to receive the Benefits on behalf of the Nominee, if the Nominee is a minor on the date of the payment of such Benefit on the happening of the death of Insured Member.
- 5. Assignee** is the person to whom the rights and Benefits under this Policy are transferred by virtue of an Assignment.
- 6. Assignment** is the process of transferring the rights and Benefits to an "Assignee," in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.
- 7. Assignor** means the person who transfers the rights and Benefits under this Policy to the Assignee by virtue of an Assignment.
- 8. Authority** means Insurance Regulatory and Development Authority of India (IRDAI).
- 9. Benefit/s** means the Death Benefit, Inbuilt Optional Benefits which are Terminal Illness Benefit, Health Cover Benefit, Hospitalization Cover Benefit, Accidental Cover Benefit, Return of Premium in Term Insurance with Return of Premium option under Death Benefit as specified in Clause 6.1 of Part C of this Policy Document, Surrender Benefit, or any other Benefit as applicable and availed under the terms of this Policy.
- 10. Beneficiary** means the Master Policyholder or the Member or Nominee/(s).
- 11. Certificate of Insurance** means in the case of Non-Employer Employee Group, a certificate issued by Us, on the basis of the Member's enrolment details provided, to each Member evidencing the acceptance of risk on the life of the Member under the Master Policy; The Certificate of Insurance shall be attached to and form part of this Master Policy for the respective Member. In the event of any inconsistency or contradiction between the Policy and the Certificate of Insurance, the terms and conditions contained in the Policy will prevail.

12. **Claimant** means the Master Policyholder or the Member or the Nominee who is entitled to register a claim for the insured event under the Master Policy; and where there is no Beneficiary(s), then the Insured Member's legal heir or legal representative or the holder of a succession certificate.
13. **Coverage End Date** The date of the expiry of Insurance Coverage as provided to the Insured Member under this Master Policy.
14. **Death Benefit** means the Benefit which is agreed to be paid by Us on occurrence of Member's death subject to Clause 6.1 in Part C of this Policy Document and as specified in the Certificate of Insurance/ Register of Insured Members.
15. **Disappearance** means if the Insured Member's full body cannot be located within a period of consecutive twelve (12) months, following a forced landing, stranding, sinking, or wrecking of a Common Carrier in which such Insured Member was known to have been travelling as a fare paying passenger or in any event arising as a result of Act of God Perils during the Member Coverage Term, where it is reasonable to believe that such Insured Member has died as a result of an Accidental Injury. Disappearance shall be covered under Additional Accidental Death Benefit as specified in Clause 6.2.4.a of Part C of this Policy Document and Accidental Death Benefit under Additional Personal Accident Benefit as specified in Clause 6.2.4.c. of Part C of this Policy Document.
16. **Drowning** means if the Insured Member's full body cannot be located within a period of consecutive twelve (12) months, on account of Drowning during the Member Coverage Term, where it is reasonable to believe that such Insured Member has died as a result of drowning. Drowning shall be covered under Additional Accidental Death Benefit as specified in Clause 6.2.4.a of Part C of this Policy Document and Accidental Death Benefit under Additional Personal Accident Benefit as specified in Clause 6.2.4.c. of Part C of this Policy Document.
17. **Entry Date** means in relation to the Members admitted to this Master Policy and shall be the Risk Commencement Date.
18. **Eligible Member** means a person who meets and continues to meet all the eligibility criteria as detailed out in Clause 1 and 2 of Part C of this Policy Document.
19. **In Force** means status of the Policy / Member's Insurance Coverage being active, all due Premiums have been paid and the Policy / Member's Insurance Coverage is not terminated or in Lapsed Status.
20. **Injury / Bodily Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
21. **Insurance Coverage** means the risk cover under this Master Policy issued to the Member as per the Benefit/s In Force under the Master Policy.
22. **Lapsed Status** means state of a non-active life insurance contract on account of non-payment of Premium within the Grace Period.
23. **Master Policy / Policy** means the contract of insurance entered into between the Master Policyholder and the Insurer as evidenced by the Master Policy Document.
24. **Master Policy Document / Policy Document** means this Digit Life Group Long Term Plan Policy comprising the necessary documents including terms and conditions, Master Policy Schedule, the signed Proposal Form, any endorsements in this document issued by Us from time to time and the annexures, if any.
25. **Master Policyholder** shall mean the owner of this Policy and is referred to as the proposer in the Proposal form and is named as such in the Master Policy Schedule.
26. **Master Policy Schedule** means the Policy Schedule set out above in Part A that We have issued, along with any annexures, tables and/or endorsements, attached to it from time to time and forming part of this Policy and if any updated Schedule is issued, then the Schedule which is latest in time.
27. **Member/Insured Member** means an individual who satisfies the eligibility criteria and is covered under this Master Policy.
28. **Member Coverage Term / Coverage Term** means duration of Insurance Coverage for Death Benefit and each of the Inbuilt Optional Benefits, respectively, with respect to Insured Member, from date of joining the Master Policy. Coverage Term of Inbuilt Optional Benefits will always be less than or equal to the Coverage Term of Death Benefit.
29. **Master Policy Commencement Date** is the Date, Month and Year the Master Policy comes into effect after We have accepted the risk under the Proposal Form and is as specified in the Master Policy Schedule.
30. **Nomination** is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

31. **Nominee/s** means a person nominated by the Member to receive the applicable Benefit(s) under this Policy in case of death of the Member and whose name is mentioned in the Certificate of Insurance / Register of Insured Members.
32. **Non-Employer-Employee Group** means group other than employer-employee, where a clearly evident relationship between the Member and the Master Policyholder, for services other than insurance, exist.
33. **Policy Term** means the period for which Insurance Coverage is provided to each Insured Member by Us under this Master Policy and as specified in the Policy Schedule.
34. **Policy Year or Coverage Year** means a period of twelve (12) consecutive months starting from the Master Policy Commencement Date or Risk Commencement Date respectively and ending on the day immediately preceding the following Policy anniversary date / Insurance Coverage anniversary date and each subsequent period of twelve (12) consecutive months thereafter, if applicable.
35. **Premium/s** means the contractual amount payable by the Master Policyholder or the Insured Member during the Premium Payment Term on the Premium due date as set out in the Master Policy Schedule or Certificate of Insurance or Register of Insured Members, as applicable, to secure the Benefits under this Policy. Applicable tax, cess and other levies if any are payable in addition.
36. **Premium Payment Term (PPT)** means the period in years or months during the Policy Term / Member Coverage Term during which Premiums are payable by the Policyholder / Insured Member under the Policy, as specified in the Master Policy Schedule / Certificate of Insurance / Register of Insured Members.
37. **Proposal** Form means the form filled in and completed by You for the purpose of obtaining Insurance Coverage under this Master Policy.
38. **Register of Insured Members** means a record maintained by Us or the Master Policyholder containing details of each Insured Member including but not limited to unique identification number or membership number, name, Age, gender, Beneficiary, Entry Date, Premium payable, Premium Payment Term and instalment Premium due date (if applicable), Coverage and Benefit options chosen and Sum Assured under various Benefit options, as applicable and any special conditions applicable to the Insured Member.
39. **Risk Commencement Date** means the date on which the Insurance Coverage under the Master Policy in respect of the Insured Members commences which will be later of the date of realization of the full Premium by Us or the date of underwriting decision communicated by Us or the date specified towards the respective Insured Member in the Certificate of Insurance / Register of Insured Members.
40. **Single Pay** means the Policy / Insurance Coverage in which the Premium for the chosen Policy Term / Member Coverage Term is paid only once at the time before Master Policy Commencement Date / Risk Commencement Date, as applicable.
41. **Scheme Rules / Rules of Scheme** means the rules that may be framed by the Master Policyholder for the scheme and approved by Us from time to time, governing the grant of Benefits to the Insured Members of the scheme.
42. **Sum Assured** means an absolute amount of Benefit which is guaranteed to become payable on the occurrence of Death of Insured Member (lumpsum Sum Assured in case of Death Benefit) or other insured events with respect to inbuilt optional Benefits chosen in accordance with the terms and conditions of this Policy and is specified as such in the Certificate of Insurance or Register of Insured Members. For Income Benefit option, Sum Assured shall be defined as the total income payable in the next 12 months following the death of Insured Member for presentation purpose.
43. **Surrender** means complete withdrawal/ termination of the Master Policy or exit by the Member from the Master Policy before completion of Policy Term / Member Coverage Term, as the case may be, at the request of the Master Policyholder or the Member, as applicable.
44. **Total Premiums Paid** means total of all the Premiums received, excluding any extra Premium, any rider premium and taxes.
45. **Unexpired Risk Premium Value (Surrender Value)** means an amount, if any, that becomes payable in case of Surrender, in accordance with the terms and conditions of the Policy as mentioned in Part D of this Policy Document.
46. **"We", "Us", "Our" "Ours", "Digit" "Digit Life" "Digit Life Insurance", "Insurer" and "Company"** refers to Go Digit Life Insurance Limited.
47. **"You", "Your", "Yours"** refers to the Master Policyholder named in Master Policy Schedule and Insured Member named in Certificate of Insurance (if applicable).

Product Core Benefits (Benefits Payable Under This Policy)

1. Eligibility Criteria For An Insured Member

- a) A person shall be eligible to become an Insured Member ("Eligible Member") if such person is:
 - i) above or equal to the minimum Age at Entry Date and below or equal to the maximum Age at Entry Date as specified in the Master Policy Schedule.
 - ii) The Person is a borrower from LendingKart Financial Limited
- b) We will cover an Eligible Member from the Risk Commencement Date provided that:
 - i) We have received the Premium along with applicable taxes for such Eligible Member; and
 - ii) The Eligible Member satisfies underwriting criteria as per Our prevailing underwriting policy; and
 - iii) We have received all documentation in respect of that Eligible Member as required.
 - iv) The Eligible Member fulfils Eligibility Criteria as mentioned in Clause 1(a) above of this Part C.

The eligibility of a Member to join the scheme is subject to the Company receiving an intimation of eligibility of the Member and Premium amount preferably within 45 days of the Member becoming eligible.

2. Membership Provisions

- a) An Eligible Member will become an Insured Member only when We or the Master Policyholder has entered the member's details into the Register of Insured Members and as per the provisions defined in the Scheme Rules (if applicable), subject to terms and conditions of this Policy.
- b) Any Member shall have only one /single enrolment under the Master Policy.
- c) We may seek additional information and/or documentation in respect of any Insured Member at any time. If the information and/or documentation for such Insured Member is not received by Us within timelines as mentioned in the Master Policy/ Scheme Rules, the name of the Insured Member shall be deemed to have been removed from the Register of Insured Members effective from the date of Our request of such information and/or documentation, and the Certificate of Insurance issued, if any, shall no longer be valid.

3. Insurance Coverage under Master Policy

- a) We may provide Insurance Coverage to a person under this Master Policy who satisfies the eligibility criteria as provided in the above Clause 1 and 2.
- b) Every Member or Master Policyholder on behalf of Member shall produce evidence of insurability in the form and manner as prescribed by Us before effecting the Insurance Coverage on Member under this Master Policy or before effecting any change in the terms of Insurance Coverage extended including increase/decrease in Sum Assured, if any.
- c) After the Master Policy Commencement Date, an Eligible Member can become an Insured Member only after due intimation to Us and submission of all information and details in the form and manner specified by Us along with requisite Premium amount including applicable taxes.

4. Coverage:

Members shall be offered Level cover. Under Level cover, Sum Assured shall remain constant throughout the Member Coverage Term

- 5. **Benefits:** In the event of death of the Insured Member during the Member Coverage Term, and provided that the Master Policy/ Insurance Coverage to the Member under this Policy is In Force as on the date of death of the Member, Death Benefit as lumpsum Sum Assured shall be payable to the Claimant. On payment of the Death Benefit, the Insurance Coverage for the Member under this Master Policy shall immediately and automatically terminate. No Survival / Maturity Benefit shall be payable

Free Look Provisions: If the Insured Member does not agree with the terms and conditions specified in Certificate of Insurance, he/she has the option of returning the Certificate of Insurance (if applicable) to the Company stating the reasons thereof, within 15 days (30 days in case the Policy is sourced through distance marketing# mode) from the date of receipt of the Certificate of Insurance. Upon receipt of the free look cancellation request and Certificate of Insurance (if applicable), we shall refund the Premium received in respect of insured Member, subject to deduction of the proportionate risk premium for the period of Insurance Coverage, expenses incurred on medical examination of such Member, if any and applicable stamp duty for that Insured Member. The Insurance Coverage for the Insured Member will cease post the request for such free look cancellation.

For Administrative purposes, all free-look requests should be registered by the Master policyholder on behalf of the Insured Member.

1. Surrender Provisions:

In case of Surrender of the Cover by the member, Surrender value shall be paid as the below mentioned formula.

$$50\% \times ((\text{Total Premiums paid}) - (\text{Total Premiums payable over the Premium Payment Term} \times \text{Expired Coverage Term in months/Coverage Term in months}))$$

On Surrender, the Insurance Coverage for the Member terminate(s).

2. **Loan:** This Policy does not offer loan facility.

3. **Payment of Benefits** All Benefits and other sums specified under this Master Policy / Certificate of Insurance/ Register of Insured Members shall be payable in the manner and currency allowed/permitted under the Regulations and shall be payable by NEFT, account payee cheque or other permissible modes. The Company shall pay the applicable Benefits and other sums payable under this Master Policy / Member's Insurance Coverage. Any discharge given by the Claimant, in writing in respect of the Benefits or the sums payable under this Master Policy / Member's Insurance Coverage, shall constitute a valid discharge to the Company in respect of such payment. The Company's liability under the Master Policy / Certificate of Insurance/Register of Insured Members shall be discharged by such payment.

Wherein the Insured Member may give Us a written authorization in the form specified by Us to make payment towards Insured Member's outstanding loan balance amount to the Master Policyholder from lumpsum Death Benefit payable on the occurrence of death of the life assured during Member Coverage Term under this Master Policy. This written authorization may be given to Us at the stage of Eligible Member's addition to the Master Policy as an Insured Member or at a later date. If We have received such written authorization from the Insured Member, then We will pay an amount to the extent of outstanding loan to the Master Policyholder from the lumpsum Death Benefit. The remainder of the lumpsum Death Benefit, if any shall be payable to the nominee. We shall, under no circumstance, pay any amount more than the outstanding loan to the Master Policyholder. Where no such authorization is received by Us from the Insured Member, We shall pay the entire lumpsum Death Benefit directly to the nominee.

a) **Benefit on Foreclosure of loan** In case of Lender-Borrower Group, in the event where the Insured Member(s) makes a prepayment for closure of the loan to the Master Policyholder or where the lender borrower relationship between an Insured Member and the Master Policyholder comes to an end prior to Coverage End Date (other than due to death of Member), the Insurance Coverage provided to the Insured Member shall continue till the occurrence of covered insured event/s or end of the Coverage Term, whichever is earlier, as per applicable Sum Assured specified in the Certificate of Insurance, subject to the Master Policy being In-Force. The Insured Member has the option to terminate his/her Insurance Coverage at the time of foreclosure of loan by applying for Surrender.

b) In case of Lender-Borrower Group, Benefits payable shall not vary or be otherwise determined by the loan repayments, if any, already made by the Member or the outstanding loan amount, if any, of the Member, at the occurrence of an insured event giving rise to a claim under the Master Policy beyond the extent as provided in Sum Assured Schedule under Certificate of Insurance.

4. Termination

a) **Termination of Member's Insurance Coverage under this Master Policy:** An Insured Member's Insurance Coverage under the Policy shall terminate upon the occurrence of the earliest of the following:

- i) the date on which We receive a Freelook cancellation request from the Insured Member;
- ii) the Insured Member ceases to be an Eligible Member;
- iii) on Coverage End Date;
- iv) on termination of Master Policy;
- v) in case of the death of the Insured Member;
- vi) on the date of payment of Surrender Value on Member leaving the scheme before completion of Member Coverage Term;
- vii) Member chooses to expressly discontinue the Insurance Coverage when the Master Policy is discontinued.

General Terms and Conditions

- 1) **Fraud, Misstatement and forfeiture:** In case of fraud or misstatement or forfeiture, the Policy shall be treated in accordance with the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed as Annexure I for reference]

- 2) **Misstatement of Age:** Subject to Section 45 of the Insurance Act, 1938 as amended from time to time. The Age of the Insured Member has been admitted on the basis of the declaration made by the Insured Member in Membership Form or the details of the Insured Members submitted by Master Policyholder based on which this Policy has been issued. If the Age of the Insured Member is found to be different from that declared, the Company may adjust the Premiums and/or the Benefits under this Policy and/or recover the applicable balance amounts, if any, along with interest thereon, as it deems fit. Insurance Coverage of the Insured Member shall however become void from Risk Commencement Date and We may refund the Premium as per provisions of Section 45 of the Insurance Act, 1938 as amended from time to time, if at any time the Age of the Insured Member is found to be higher than the maximum or lower than the minimum Entry Age that was permissible under this Master Policy at the time of Risk Commencement Date.

- 3) **Nomination:** Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure II for reference]

- 4) **Review, revision:** The Company reserves the right to review, revise, delete and/ or alter any of the terms and conditions of this Policy, including without limitation the Benefits, the Premiums with the prior approval of IRDAI.

- 5) **Taxes, duties and levies and disclosure of information:**

Taxes, duties and levies: It shall be the sole responsibility of the Master Policyholder/Claimant/Insured Member to ensure compliance with all applicable laws including Regulations, taxation laws, and payment of all applicable taxes in respect of the Premiums and Death Benefits or other payouts made or received by the Master Policyholder/Claimant under this Master Policy 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/Claimant/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/Claimant/Insured Member is advised to seek independent legal and/or tax advice. We have no responsibility in respect of Master Policyholder/Claimant's/Insured Member tax obligations in any jurisdiction including but not limited to those that relate specifically to the Services provided by Us. Tax benefits, if any, may be available as per extant tax laws.

- 6) **Governing Law 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 courts in India.

- 7) **Policy Currency:** All Contributions/Premiums and Benefits payable shall be paid in Indian Rupees only.

- 8) **Suicide Exclusion:**

Suicide exclusion clause shall be applicable. If the Insured Member commits suicide, whether sane or insane, within 12 (Twelve) months of continuous Insurance Coverage from the Risk Commencement Date or date of Revival, as the case may be, the Claimant shall be entitled to get at least 80% of the Total Premiums Paid till the date of death or the Unexpired Risk Premium Value (Surrender Value) available as on the date of death whichever is higher, provided the Policy or Member's Insurance Coverage, as applicable, is In-Force. Suicide exclusion shall not be applicable after 12 months from continuous Insurance Coverage from the Risk Commencement Date or from the date of Revival of Insurance Coverage with respect to Insured Member, while the Master Policy/Insured Member's Insurance Coverage is In Force.

- 9) **Requirements for claims /Claim Procedure:** In order to register a claim under the Master Policy, the Claimant shall endeavor to inform Us in writing with the following documents (as applicable) along with bank account details (Cancelled Cheque/copy of pass book with IFSC code) of the Claimant:

For Death Claim:

- i) Duly completed Claim Form signed by Claimant.
- ii) KYC document of Insured Member and Claimant
- iii) Appraisal/Promotion Letter in case of Sum assured revision during Member Coverage Term
- iv) In case of mid-term addition, Offer Letter or Appointment Letter
- v) Attested copy of Death Certificate of the Insured Member issued by Indian Government Authority.
- vi) Medical treatment records (discharge summary / death summary, investigation and treatment reports, post mortem report, etc) if Insured Member has taken treatment for illness leading to his/her death.

Grievance Redressal Mechanism and Ombudsman Details

1) Contact Information for Complaints & Grievance Redressal

- a) Meet your Grievance Officer at Your nearest Digit Life Branch Office
- b) Write to hellolife@godigit.com from Your registered email address.
- c) Call 1800-296-2626 from your registered mobile number.

2) Grievance Escalation Matrix

- a) **Level 1:** In case the complainant is not satisfied with the response, the complainant can escalate the grievance to Chief Grievance Redressal Officer within 8 weeks from date of complaint resolution at lifegro@godigit.com.

Address:

The Chief Grievance Redressal Officer
Go Digit Life Insurance Limited.
Atlantis, 95, 4th B Cross Road, Koramangala Industrial Layout, 5th Block, Bengaluru, Karnataka 560095

- b) **Level 2:** In case the complainant is not satisfied with the response or does not receive any response from the Chief Grievance Redressal Officer within 15 days, complainant may approach the grievance cell of the Insurance Regulatory and Development Authority of India (IRDAI):

IRDAI Grievance Call Centre (IGCC) Address:

Consumer Affairs Department, Insurance Regulatory and Development Authority of India
Survey No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad
Telangana State – 500032
Toll Free Number: 155255 (or) 1800 4254 732
Timings: 8 AM to 8 PM (Monday to Saturday)
Email: complaints@irdai.gov.in
Website: <http://igms.irda.gov.in>

- c) **Level 3**

Manner of making complaints to Insurance Ombudsman: In case the complainant is not satisfied with the decision/resolution of the Company, or does not receive any response from the Company within 30 days of filing the complaint, the complainant may approach the nearest Insurance Ombudsman. Pls refer the list of Insurance Ombudsman at the end of this section.

As per the provisions of Rule 13(1) of Insurance Ombudsman Rules, 2017, the Ombudsman shall receive and consider complaints or disputes relating to:

- i) delay in settlement of claims
- ii) any partial or total repudiation of claims
- iii) disputes over premium paid or payable in terms of the policy
- iv) misrepresentation of policy terms and conditions
- v) legal construction of insurance policies in so far as the dispute relates to claim.
- vi) servicing related grievances against insurers, their agents and intermediaries
- vii) issuance of policy not in conformity with Proposal form submitted.
- viii) non-issuance of insurance policy after premium receipt; and
- ix) any other matter resulting from regulatory violation, related to issues mentioned at clauses a. to h.

As per the provisions of Rule 14 of Insurance Ombudsman Rules, 2017:

Rule 14(1), any person who has a grievance against an insurer, 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 complained against or the residential address or place of residence of the complainant is located.

Rule 14(2), the complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

Rule 14(3), no complaint to the Insurance Ombudsman shall lie unless:

- i) the complainant makes a written representation to the insurer named in the complaint and
(1) either the insurer had rejected the complaint; or

- (2) the complainant had not received any reply within a period of one month after the insurer received his representation; or
 - (3) the complainant is not satisfied with the reply given to him by the insurer
- ii) The complaint is made within one year—
- (1) after the order of the insurer rejecting the representation is received; or
 - (2) after receipt of decision of the insurer which is not to the satisfaction of the complainant.
 - (3) 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.

Rule 14(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 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.

Rule 14(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.

List of Insurance Ombudsman Centers

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, Bhopal (M.P.)-462 003. Tel.: 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@cioins.co.in	States of Madhya Pradesh and Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar-751009. Tel.: 0674-2596461/2596455 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	State of Orissa.
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh-160 017. Tel.: 0172-2706196 / 2706468 Fax : 0172-2708274 Email: bimalokpal.chandigarh@cioins.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312),	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).

<p>Anna Salai, Teynampet, Chennai-600 018. Tel:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@cioins.co.in</p>	
<p>NEW DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, New Delhi-110 002. Tel:- 011-2323481/23213504 Fax : 011-23230858 Email: bimalokpal.delhi@cioins.co.in</p>	States of Delhi.
<p>ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@cioins.co.in</p>	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.
<p>GUWAHATI Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, Guwahati-781 001 (ASSAM). Tel:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@cioins.co.in</p>	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<p>HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, Hyderabad-500 004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@cioins.co.in</p>	States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of the Union Territory of Pondicherry.

<p>JAIPUR Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: Bimalokpal.jaipur@cioins.co.in</p>	State of Rajasthan
<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, Kolkata - 700 072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email:- bimalokpal.kolkata@cioins.co.in</p>	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.
<p>LUCKNOW Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	States of Uttar Pradesh and Uttaranchal.
<p>MUMBAI Office of the Insurance Ombudsman,</p>	States of Goa and Mumbai Metropolitan Region excluding areas of Navi Mumbai & Thane

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai-400 054. Tel : 022 - 26106552 / 26106960 Fax : 022-26106052 Email: bimalokpal.mumbai@cioins.co.in	
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Tel.: 0120-2514250 / 2514252 / 2514253 Email:- bimalokpal.noida@cioins.co.in	States 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, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA Office of the Insurance Ombudsman, 2 nd Floor, North Wing, Lalit Bhawan, Bailey Road, Patna - 800 001. Tel.: 0612 – 2547068 Email:- bimalokpal.patna@cioins.co.in	States of Bihar and Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	State of Maharashtra, Area of Navi Mumbai & Thane but excluding Mumbai Metropolitan Region

Note: For further information or latest updated list of Ombudsman Office addresses, kindly visit the following website.
<https://www.cioins.co.in/Ombudsman>

IRDAI Notice - Beware of Spurious/Fraud Phone Calls: 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.

ANNEXURE – I

Section 45 – Policy shall not be called in question on the ground of misstatement 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 years from
 - a) the date of issuance of Policy or
 - b) the date of commencement of risk or
 - c) the date of revival of Policy or
 - d) the date of rider to the Policy,
 whichever is later.
- 2) On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
 - a) the date of issuance of Policy or
 - b) the date of commencement of risk or
 - c) the date of revival of Policy or
 - d) the date of rider to the Policy
 whichever is later.

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

- 3) Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:

- a) The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b) The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c) Any other act fitted to deceive; and
 - d) Any such act or omission as the law specifically declares to be fraudulent.
- 4) Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
 - 5) No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / claimant 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 misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or claimant.
 - 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 misstatement and not on fraud, the Premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
 - 8) Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.
 - 9) The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 45 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].

ANNEXURE – II

Section 39 – Nomination by Policyholder

Provisions regarding nomination of a Policy in terms of Section 39 of the Insurance Act, 1938, as amended from time to time 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 is to be laid down by the insurer.
- 3) Nomination can be made at any time before the vesting 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 bona fide 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 get affected 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 the Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

- 14) If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15) The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act 2015.
- 16) If Policyholder dies after maturity, but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the Policy.
- 17) The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments. Policyholders are advised to refer to Section 39 of the Insurance Act, 1938, as amended from time to time for complete and accurate details].