Part A
Welcome Letter

<< Date >> {{DD/MM/YYYY}}
<<Name>>
<<Designation>>
<<Address>>

Subect: Canara HSBC Life Insurance Sampoorna Kavach Plan - Master Policy No. <<...>>

Dear Sir,
We thank You for choosing Canara HSBC Life Insurance Company Limited as Your preferred insurance partner to provide Sampoorna Kavach Plan to Your customers.
We are pleased to enclose Your Policy Pack for Our Sampoorna Kavach Plan bearing **MASTER POLICY NO.** <<...>> issued on << Date>>**.**

Please find enclosed Your Policy Pack comprising the following documents:

1. Policy Document
2. Master Policy Schedule
3. Stamp Endorsement
4. First Premium Receipt
5. Terms and Conditions
6. Details of Insured Members included (Annexure-2)
7. Grievance Redressal Procedure
8. Documents which are attached separately along with Master Policy document –
    a. Copy of your Master Proposal Form
    b. Copy of Signed Scheme Rules

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 1800-103-0003/1800-891-0003.

In case the Master Policyholder/ Insured Member does not agree with the terms and conditions of the Master Policy/ Certificate of Insurance or otherwise and has not made any claim, they can opt for cancellation of the Master Policy/ Certificate of Insurance by returning the Master Policy Document/ Certificate of Insurance (if issued physically upon request) along with a written request stating the reasons for non-acceptance to the Company within the free-look period of 30 days from the date of receipt of the Master Policy Document/ Certificate of Insurance, whether received electronically or otherwise (whichever is earlier).

In case You/Insured Member opt for cancellation within the Free Look Period We shall refund the Premium paid by You/Insured Member for the Policy/Certificate of Insurance subject only to deduction of the proportionate risk Premium for the period of the Insurance Cover, stamp duty charges and expenses (if any).

Yours Truly
Canara HSBC Life Insurance Company Limited

Chief Operating Officer

Intermediary Details:

Type of intermediary	<< Direct/ Bancassurance/ Broker/ Agent/ Corporate Agent >>
Name of intermediary	< from master proposal form >
Code/Branch code	<< >>
Name/Code of the representative	
Contact phone no.	<< >>

POLICY DOCUMENT

Plan Name: Canara HSBC Life Insurance Sampoorna Kavach Plan

This is a Group Non-Linked Non-Participating Micro Insurance Term plan

UIN Number: 136N022V03 Name of Master Policy Holder:

Master Policy No.:

Canara HSBC Life Insurance Company Limited having received a proposal form and first Premium from the Master Policyholder named above and the said proposal form and declaration together with statements, reports or other document leading to the issue of this Master Policy having been accepted by the Company and the Master Policyholder as the basis of this contract, do by this Master Policy agree in consideration of and subject to the due receipt of subsequent Premiums as set out in the Master Policy Schedule annexed hereto, and further subject to the terms and conditions contained in this Master Policy and any endorsements made thereon, that on proof to the satisfaction of the Company of the Benefits (as hereinafter defined) and such other amounts having become payable upon the occurrence of one or more events mentioned in this Master Policy, the Company shall pay the relevant benefits under this Master Policy.

The Policy Commencement Date is as set out in the Policy Schedule.

Chief Operating Officer
Canara HSBC Life Insurance Company Limited

Canara HSBC Life Insurance Sampoorna Kavach Plan
UIN – 136N022V03

MASTER POLICY SCHEDULE

MASTER POLICY DETAILS:

Master Policy No:		Proposal No.	
Master Policy Commencement Date:	{{DD/MM/YYYY}}	Master Policyholder:	
Address of Master Policyholder:			
Premium :		Premium periodicity:	
		Initial Total Sum Assured:	
Initial No. of Insured Members covered:		Scheme Name:	
Plan Type	Canara HSBC Life Insurance Sampoorna Kavach Plan	Benefit Type:	
Rider coverage (if any)	Not Applicable	Annual Renewal Date	{{DD/MM/YYYY}}
Annual Premium per Member			

Note: Risk on the life of an Insured Member shall commence on date mentioned in the respective Certificate of Insurance.

Chief Operating Officer
Canara HSBC Life Insurance Company Limited

Registered Office: 'Canara HSBC Life Insurance Company Limited', 8th Floor, Unit No. 808 - 814, Ambadeep Building, Plot No.14, Kasturba Gandhi Marg, New Delhi - 110001

Head Office: 'Canara HSBC Life Insurance Company Limited', 139 P, Sector 44, Gurugram – 122003, Haryana, India

Stamp Duty Endorsement

Master Policyholders Details:

Name of Master Policyholder		Master Policy No.	
Plan	Canara HSBC Life Insurance Sampoorna Kavach Plan	Stamp Value (in `)	

Premium Receipt

Date of Issue:	{{DD/MM/YYYY}}	Master Policy No.:	
Master Policyholder Address:		Receipt Number:	

To: **<< Name of Master Policyholder,**
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}}
HSN Code	{{ HSN 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 Life Insurance Sampoorna Kavach Plan
Premium (Rs)	
Total Premium Received (Rs)	
No. of Insured Members covered	

Should You need any further assistance, please call Us on Our Toll Free No. 1800-180-0003/ 1800-891-0003 . You may also e-mail Us at customerservice@canarahsbclife.in.
Yours Sincerely,
Chief Operating Officer

Canara HSBC Life Insurance Company Limited
Note: * Subject to Direct Credit / Realization of Demand Drafts
* Premium Rounded to next Rupee
IRDAI Registration No. 136

Micro Insurance Product

CANARA HSBC LIFE INSURANCE SAMPOORNA KAVACH PLAN:

UIN: 136N022V03

1 - Year renewable Group Term Micro Insurance without return of premium, Plan.

Policy Preamble

Canara HSBC Life Insurance Company Limited (hereinafter referred as "Company", "Us, "We", "Our") is pleased to enter into this Policy with the Master Policyholder (hereinafter referred as "You", "Your"), as evidenced by this Policy and agrees to pay the Benefits as stated herein, subject to the terms and conditions of this Policy. The Policy is issued on the basis of the proposal form and declaration from the Master Policyholder and on the express understanding that the said proposal form and declaration and any statements made or referred to therein shall be part and parcel of this Policy.

PART B
Canara HSBC Life Insurance Sampoorna Kavach Plan
(UIN – 136N022V03)

1. **Definitions**:

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

"Accidental Death" shall means sudden death caused solely, directly and independently of any other intervening causes from an Accident i.e. a traumatic event of violent, unexpected, external and visible nature;

"Annual Renewal Date" shall mean the date mentioned in the Policy Schedule;

"Beneficiary/Claimant" shall means the Policyholder or Assignee, however for the purposes of payment of benefit upon the death of the Life Assured, Claimant means the following person(s): **i.** Where Policyholder and Life Assured are same, Claimant will be the Nominee(s); **ii.** Where Policyholder and Life Assured are same and there is no Nominee(s), then Claimant shall be the Policyholder's legal heir or legal representative or the holder of a succession certificate.

.

"Benefits" means the benefits enumerated in Section 2 of this Policy and payable in accordance with the terms of this Policy;

"Certificate of Insurance" means the certificate issued to the Insured Member by the Company under this Policy mentioning details in relation to the Benefit, Sum Assured payable on occurrence of death, and other important details, terms and conditions in relation to the Insured Member's Insurance Cover under the Policy.

"**Eligible Member**" means a person who satisfies the Eligibility Criteria as specified in this Policy;

"**Eligibility Criteria**" means the criteria required to be satisfied by an Eligible/Insured Member as specified under section 4 of this Policy;

"Frequency of Premium Payment" means the frequency of payment of Premium as stated in the Policy Schedule. The Frequencies of Premium Payment allowed under this Policy are yearly, half-yearly, quarterly and monthly;

"Grace Period" means a period of 15 days in respect of monthly mode and 30 days in respect of quarterly, half yearly and yearly modes from the Premium Due Date for paying overdue Premium to Us without any penalty/ late fee during which time the Policy/Insurance Cover of Insured Member will be considered to be in force with the risk cover without any interruption as per the terms of the Policy.

"Insurance Cover" means the arrangement in terms of this Policy, under which the Company, subject to the terms of this Policy, undertakes to pay to the Beneficiary the admissible Benefits in respect of an Insured Member on the happening of specified events in this Policy;

"Insured Member" means an Eligible Member who has been provided Insurance Cover under this Policy and to whom We have issued a Certificate of Insurance;

"**Master Policyholder**" means the entity named as such in the Policy Schedule;

"Member Enrolment Form" means the form submitted by an eligible person to the Company through the Master Policyholder containing details of the Insured Member, on the basis of which the Company has provided Insurance Cover to such Insured Member under the Policy;

" Minor" means a person who has not completed the age of eighteen (18) years.

"Nominee" means the person or persons specified as such in the Certificate of Insurance and appointed by the Insured Member under Section 39 of the Act to receive the Benefits, if payable, in the event of death of the Insured Member subject to terms and conditions of this Policy;
"Master Policy/ Policy document" means this contract of insurance entered between You and Us as evidenced by the Policy Document. The Policy Schedule, the terms & conditions, Annexures, schedules, endorsements, along with this Master Policy shall together form the entire Policy contract.

;

"Policy Commencement Date" means the date specified as such in the Policy Schedule;

"Policy Schedule" means the schedule termed as such and attached to this Policy;

"Policy Year" means a period of twelve consecutive calendar months starting from the Policy Commencement Date and ending on the day immediately preceding the following anniversary date and each consequent period of twelve consecutive months thereafter;

"Premium" means the amount payable by the Insured Member and specified as such in the Certificate of Insurance;

"Premium Due Date" shall mean the date on which Premium shall be due in accordance with the Frequency of Premium payment as mentioned in the Certificate of Insurance;

"Regulations" means the laws and regulations in effect from time to time and applicable to this Policy, including without limitation the regulations and directions issued by the Regulatory Authority;

"Regulatory Authority" means the Insurance Regulatory and Development Authority or such other authority or authorities, as may be designated under the applicable laws and regulations;

"Risk Commencement Date" means the date as specified in the Certificate of Insurance on which the Insurance Cover under this Policy commences in respect of an Insured Member hereto;

"Risk End Date" means the date of the expiry of the Insurance Cover for the Insured Member as mentioned in the Certificate of Insurance;

"Sum Assured" means the amount specified as such in the Certificate of Insurance issued under this Policy;

1.1. **Interpretation:**

1.1.1 This Policy is divided into numbered clauses for ease of reference and reading. Except as stated, these divisions and the corresponding clause headings do not limit the Policy or its interpretation in any way. In this Policy, where the context permits, the singular shall include the plural and vice versa and words denoting masculine gender shall include feminine gender and vice versa.

Part C

2. **Benefits Payable under the Policy.**

2.1 **Death Benefit.**

Upon the death of the Insured Member after the Risk Commencement Date but before the Risk End Date and subject to the receipt of all due Premiums before the date of death and the Policy terms and conditions, We will pay the Sum Assured to the Claimant.

2.2 **Non-Participation in Profits**.

This Policy and/or the Certificate of Insurance do not confer any rights on the Insured Member to participate in the profits of the Company.

2.3 **Requirements for Death Benefit claims.**

2.3.1 Within 90 days of the death of the Insured Member the Claimant or the Master Policyholder must intimate Us about the death of the Insured Member in writing, along with the following documents to enable the Company to process the claim:

(a) copy of death certificate of the deceased Insured Member;
(b) Completed death claim form duly filled by the Claimant;
(c) Death certificate issued by Government Authority.
(d) Attested copy of photo identity and address proof of the Claimant and Life Assured.
(e) Company Specific Claim formats duly completed and signed – Claim Form, Physician's Statement, Treating Hospital Certificate, Employer Certificate.
(f) Hospital records/other medical records.
(g) Post-mortem/ chemical viscera report, wherever conducted.
(h) Police records including First information report, panchnama, police investigation report and final police report only in case of unnatural or death due to Accident.
(i) Cancelled cheque / Bank Passbook *(*Bank Account details) of Nominee / Beneficiary.
In case of death outside India aside above mentioned documents we would also require death certificate verified by Indian Embassy (located in the country of death) Embalming Certificate.
(j) Certificate of Insurance;
(k) Any other document as required by the Company.

2.3.2 Based on the information and documentation provided to Us in respect of the claim, We may call for any other documents or information if found necessary by Us in support of the claim

2.3.3 If We do not receive the 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 and pay the claim specified under the Policy to the Claimant. We reserve the right to call for such addition documents or information, including documents/ information concerning the title of the Claimant, to Our satisfaction for processing the claim.

2.3.4 Any claim intimation to Us must be made in writing and delivered to the address, which is currently as follows: **Claims Unit:** Canara HSBC Life Insurance Company Limited, 139 P, Sector 44, Gurugram – 122003, Haryana, India; Resolution Centre: 1800-103-0003 **/** 1800-891-0003 **Email id:** claims.unit@canarahsbclife.in Any change in the address or details

above will be communicated by Us to You. For further details on the process, please visit our claims section on our website www.canarahsbclife.com.

2.4 **Payment of Benefits.**

2.4.1 Payment of all the Benefits as shown in the Certificate of Insurance shall be subject to receipt by the Company of proof to its satisfaction;

2.4.1.1 of the Benefits having become payable as set out in this Policy; and

2.4.1.2 of the correctness of the age of the Insured Member as stated in the Member Enrollment Form.

2.5 **Mode of payment of Benefits.**

2.5.1 All Benefits under this Policy shall be payable in the manner and currency allowed/permitted under the Regulations.

2.5.2 The Company shall pay the admissible Benefits under this Policy to the Claimant through the Company's National Operations Office in Gurgaon. A discharge or receipt given by the Claimant shall be a good, valid & sufficient discharge of the Company's liability in respect of payment of the Benefits under the Policy in respect of a deceased Insured Member.

3. **Group Insurance**

3.1 **Basic Requirements.**

3.1.1 This Canara HSBC Life Insurance Sampoorna Kavach Insurance contract is effected by the Master Policyholder. The Master Policyholder shall hold this Policy Document and all Benefits payable hereunder upon trust for the benefit of the Insured Member(s) in accordance with this Policy.

3.1.2 This Policy is issued pursuant to a proposal made to the Company by the Master Policyholder along with such other documents as required by the Company.

3.1.2 The Insurance Cover for each Insured Member under this Policy shall come into effect on the Risk Commencement Date stated in the Certificate of Insurance and will be in force subject to receipt by the Company of all Premiums payable on the Premium Due Date, from the Master Policyholder. The Master Policyholder may renew the Policy annually and the Company has the right to vary the terms of this Policy effective from the Annual Renewal Date.

3.1.4

4. **Eligibility Criteria.**

4.1 Master Policyholder's *bona fide* members, who satisfy the following eligibility criteria (the "Eligibility Criteria") shall be entitled to become the Insured Member/s under this Policy, if the members are:

a) member of Self Help Group (SHG), Joint Liability Group (JLG), Tenant Farmer Group (TFG), Micro Credit Group (MCG)
b) aged at last birth date not less than 18 years and not more than 59 years, and
c) Has a bank account with the Master Policyholder, and
d) Any other criteria as laid down by the Company from time to time.

4.1.1 The Insurance Cover of an Insured Member shall cease on the earliest of the following dates;

a) Date of death of the Insured Member ;or
b) Date on which the Insured Member attains the age of sixty years; or
c) Date on which the Insured Member ceases to satisfy the Eligibility Criteria or;
d) Date of end of the Insurance Cover under this Policy.
e) Date of the cancellation during the Free Look Period or surrender of the Insured Member's Insurance Cover subject to Clause 9 below.

4.1.2 **The Policy shall cease on the earliest of the following dates;**

a) Date of lapse of the Policy or;
b) Date of termination of the Policy by the Master Policyholder or;
c) Cancellation of the Policy during Free Look Period by the Master Policyholder or;
d) If all the Insured Member covered under the Policy have expired (either have matured/surrendered/terminated) subject to Clause 9 below.

4.2 **Cessation of Eligibility**.

The Master Policyholder shall promptly notify the Company in writing if an Eligible Member, who has been enrolled as an Insured Member, ceases to be an Eligible Member.

5. Insured Members.

5.1 Particulars of Eligible Members, who have been insured under this Policy, are set forth in **Annexure-2** . Such Insured Members shall be eligible for Insurance Cover under this Policy from the Risk Commencement Date as specified in their respective Certificate of Insurance.

5.2 An Insured Member who ceases to be an Eligible Member or ceases to fulfill the Eligibility Criteria after his/her enrolment as an Insured Member, shall cease to be an Insured Member, on and from the date he ceases to be an Eligible Member or ceases to satisfy the Eligibility Criteria.

6. Premium.

6.1 **Payment of Premiums and Grace period.**

6.1.1 This Policy is issued subject to the Master Policyholder making prompt and regular payment of Premium at the Frequency of Frequency of Premium Payment on each Premium Due Date and it shall be the responsibility of the Master Policyholder to ensure prompt and regular payment of the Premium.

6.1.2 The Company allows You to pay the Premium within the Grace Period and if the due Premium is not paid within the Grace Period, the Insurance Cover of the Insured Member shall lapse from the due date for payment of the first unpaid Premium. In such a case, the Company shall have no obligation to pay any Benefits to the Insured Member whose member cover has lapsed.

6.1.3 However, on payment on due Premiums, the Insurance Cover of the Insured Member shall be reinstated during the term of Policy subject to the underwriting decision of the Company.

6.1.4 On the termination of the Policy by the Master Policyholder or the Insurance Cover in respect of an Insured Member during the term of the Policy, the Policy or the Insurance Cover shall be terminated respectively, and no amount shall be refunded as consequences of such termination.

7. Obligations of the Master Policyholder.

7.1 This Policy is issued on the condition that the Master Policyholder shall provide to the Company correct, complete information of the Eligible Members as are necessary for

the Company to make its decision to provide Insurance Cover and provide such other or further information as the Company require. 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.

7.2 In the event of any change in the particulars of an Insured Member occurring during a Policy Year, the Master Policyholder shall promptly notify such changes to the Company, in any case within 15 days of occurrence of such change or on the Master Policyholder becoming aware of the same, whichever is earlier.

7.3 In the event of an Insured Member ceasing to be an Eligible Member, the Master Policyholder shall promptly notify the Company in writing of the same but in any case within 15 days of that event.

7.4 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.

7.5 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.

7.6 Where the Master Policyholder is acting on trust for the benefit of the Insured Members, or otherwise, the Master Policyholder acknowledges that it shall take appropriate steps to ensure that the Insured Member(s) are duly informed and reminded from time to time about the Frequency of Premium Payment, Premium Due Dates, consequences of non-payment within the due dates and such other information which is vital for the continuation of the Insurance Cover. The Master Policyholder acknowledges that, while the Company will be liable to the Insured Member under this Policy, the Master Policyholder agrees at all times whether during or after the term of this Policy, to indemnify and keep the Company indemnified from and against any claims, losses, damages incurred/suffered by the Company on account of the Master Policyholder failing to perform/committing a breach of its obligations under this Policy

7.7 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).

8. **Certificate of Insurance**

The Company shall issue a Certificate of Insurance to the Insured Member evidencing the Insurance Cover provided to the Insured Member in terms of this Policy. It is expressly agreed the contract of insurance evidenced by this Policy is between the Master Policyholder and the Company. It is expressly agreed that the Certificate of Insurance is issued in terms of the Policy and it does not create, vest or evidence any independent right or interest in favour of the Insured Member or his/her Claimant, in the Policy or the Benefits payable in terms of the Policy.

Part D

9. **Surrender/Paid-Up value**: There is no surrender or paid-up value applicable under the plan.

10. **Revival:**

If the Premium is not received within the Grace Period, then the Policy will be lapsed, but can be reinstated within the term of the Policy contract only. The premium rate would be determined afresh taking into account the claim experience of the group in the intervening period and underwriting decision. Further, the Company reserves the right to decide whether or not to reinstate the Policy based on underwriting decision.

11. **Free Look Period**

11.1 In case the Master Policyholder/ Insured Member does not agree with the terms and conditions of the Master Policy/ COI or otherwise and has not made any claim, they can opt for cancellation of the Master Policy/ COI by returning the Master Policy Document/ COI (if issued physically upon request) along with a written request stating the reasons for non-acceptance to the Company within the free-look period of 30 days from the date of receipt of the Master Policy Document/ COI, whether received electronically or otherwise (whichever is earlier).In case the Master Policyholder/Insured Member opt for cancellation within the Free Look Period, We shall refund the Premium paid by Master Policyholder/Insured Member subject only to deduction of the proportionate risk Premium for the period of the Insurance Cover, stamp duty charges and expenses (if any).

11.2 This facility can be availed only on receipt of the first Master Policy Document/ COI and not on receipt of subsequent Master Policy document/ COI issued by Us on Your request (either physically or electronically). No charges/ fee will be levied for issuance of the subsequent Master Policy Document/ COI.

Part E

Charges: There are no explicit charges under this Policy.

Part F

12. **Age Admission.**

The age of the Insured Member has been admitted on the basis of the declaration made by the Master Policyholder/Insured Member in the Member Enrolment Form and/or in any statement or document 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, as it deems fit. The Insurance Cover shall however become void from commencement, if the age of the Insured Member at the Risk Commencement Date is found to be higher than the maximum or lower than the minimum entry age that was permissible under this Policy at the time of its issue and the amounts received under this Policy shall be liable to be forfeited, at the option of the Company.

13. **Assignment.**

Assignment shall be as per Section 38 of the Insurance Act, 1938 as amended from time to time. The entire Section 38 is reproduced and enclosed in **Annexure 3.**

14. **Nomination.**

Nomination shall 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 4.**

15. **Forfeiture Provisions.**

In issuing this Policy, the Company has relied on the accuracy and completeness of the information provided by the Proposer/Master Policyholder and the Insured Member/s and any other declarations or statements made or as may be made hereafter, by the Master Policyholder/ Insured Members.

Fraud, mis-statement 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 5**.

16. **Exclusion:**

16.1 Suicide Exclusion:

In case of death of an Insured Member due to suicide within 12 months:

from the Risk Commencement Date for the Insured Member, the Nominee shall be entitled to 80% of the Premiums paid in respect of the Insured Member's cover till the date of death or the Surrender Value (if any) as available on the date of death whichever is higher, provided the cover is in-force or;

from the date of Revival of the Master Policy / Insured Member's cover, the Nominee shall be entitled to an amount which is higher of 80% of the Premiums paid in respect of the Insured Member's cover till the date of death or the surrender value (if any) as available on the date of death.

Suicide provision will not be applicable to Members who migrate from an existing scheme of another insurance provider to the scheme provided by the Company.

13.2. 45 days Exclusion: During the first 45 days from the Risk Commencement Date in respect of an Insured Member / date of reinstatement of the Insurance Cover, the Company shall not be liable to pay any Benefits except in the event of a death claim arising on account of an Accidental Death as defined in the Policy. However, in such case where a claim arises due to natural death within the 45 days from Risk Commencement Date or date of reinstatement of Insurance Cover in respect of an Insured Member, the full Premium amount paid by the respective Insured Member shall be refunded. The Policy Schedule will specify if this Clause is in force under the Policy.

17. **Miscellaneous.**

17.1 **Release and discharge.**

On payment of the relevant Benefits payable under this Policy to the Claimant, the Company shall be relieved and discharged from all its obligations under this Policy in respect of that Insured Member.

17.2 **Limitation of Liability.**

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

17.3 **Review/ Revision**: The Company reserves the right to amend any of the terms and conditions of this Policy with the appropriate approvals.

17.4 **Loan**: No loan is admissible under this Policy.

17.5 **Taxes, duties and levies and disclosure of information**

17.5.1 This Policy and the Benefits payable under this Policy shall be subject to the Regulations, including taxation laws in effect from time to time. All taxes, duties, levies or imposts including without limitation any sale, use, value added, service or other taxes (collectively "Taxes") as may be imposed now or in future by

17.5.2 any authority on the Premiums and other sums payable to the Company or the Company's obligations under the Policy or the Benefits payable under the Policy or in any way relating to this Policy, shall be borne and paid by the Master Policyholder or the Insured Member as the case may be. The Premium and other sums payable under or in relation to the Policy do not include the Taxes. If, however, the applicable law imposes such Taxes on the Company, then the Company shall have the right to recover the same from the Master Policyholder or the Insured Member.

17.5.3 The persons receiving the Benefits shall be solely liable for complying with all the applicable provisions of the Regulations, including taxation laws, and payment of all applicable Taxes. Except as otherwise required by law, the Company shall not be responsible for any Tax liability arising in relation to this Policy or the Benefits payable in terms of this Policy. In any case where the Company is obliged to account to the revenue authorities for any Taxes applicable to this Policy or the Benefits payable under this Policy, the Company shall be entitled to deduct such Taxes from any sum payable under this Policy, and deposit the amount so deducted with the appropriate governmental or Regulatory Authority.

17.5.4 In any case where the Company is obliged to disclose to the revenue or other Regulatory Authority any information concerning the Policy, including information concerning the Premium and the Benefits under this Policy, the Company shall be entitled to disclose the required information to the appropriate governmental or Regulatory Authority.

17.6 **Entire Contract.**

This Policy comprises the terms and conditions set forth in this Policy Document, the Policy Schedule, the Customer Information Sheet, the annexures to the Policy, and the endorsements, if any, made on or applicable to this Policy, which shall form an integral part

and the entire contract, evidenced by this Policy. The liability of the Company is at all times subject to the terms and conditions of this Policy and the endorsements made from time to time.

17.7 **Governing Law and Jurisdiction**

17.7.1 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 of law within whose territorial jurisdiction the registered office of the Company is situated.

17.7.2 No action in law or equity shall be brought against the Company to enforce any claim under this Policy, unless the Master Policyholder has filed with the Company a claim together with all the required documents, in accordance with the requirements of this Policy and complied with the requirements of the Company, at least 60 days prior to the institution of such action.

18. **Communication & Notices**

We will issue the communication or notices to You either in physical or electronic mode (including SMS) at Your registered address/email id or registered mobile number provided by You in Proposal Form or otherwise notified to Us. Any change in the contact details or communication address such as registered address/email or registered mobile number of the Master Policyholder or Claimant must be notified to Us immediately via any communication mode mentioned in the Policy..

19. **Policy Servicing**

We endeavor to ensure that You/Insured Member receive/receives the best possible service in relation to Your Policy/Certificate of Insurance. If You/Insured Member wish/wishes to avail any services from Us or require any support or assistance in relation to the Policy, You/Insured Member may get in touch with our Resolution center: 1800-103–0003 / 1800-891-0003 or SMS Us at 7039004411 or write to Us at customerservice@canarahsbclife.in and Our representative will contact You at Your convenience.

20. **Confidentiality**

All and any information and documentation collected in relation to this Policy/Certificate of Insurance during solicitation or subsequently shall be kept confidential in accordance with applicable data protection laws and shall not be shared with any third party without Your/Insured Member’s consent except where such information/documentation is required to be shared with statutory authorities or for underwriting/claims/reinsurance, or with any IRDAI authorized institutions.

Part G

20. 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. Complaint Redressal Unit: Canara HSBC Life Insurance Company Limited; 139 P, Sector-44, Gurugram 122003, Haryana, India Toll Free: 1800-103-0003 / 1800-891-0003, Email: cru@canarahsbclife.in. We will respond to You within 2 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.

2 In case you are not satisfied with Our response, or have not received any response, You may write to our Grievance Redressal Officer at: Grievance Redressal Officer: Canara HSBC Life Insurance Company Limited; 139 P, Sector-44, Gurugram 122003, Haryana, India Toll Free: 1800-103-0003 / 1800-891-0003 or Email: gro@canarahsbclife.in.

3 If You are not satisfied with Our response/ decision or do not receive a response from Us within 2 weeks, You may approach the Grievance Cell of the Authority at: Insurance Regulatory and Development Authority of India Grievance Call Centre (IGCC)- Bima Bharosa Shikayat Nivaran Kendra, Toll Free No: 18004254732/155255, Email ID: complaints@irdai.gov.in., Website Address for registering the complaint online: https://bimabharosa.irdai.gov.in; Policyholder Protection & Grievance Redressal Department (PPGR) - Insurance Regulatory and Development Authority of India ; Survey no.115/1, Financial District, Nanakramguda, Gachibowali, Hyderabad Telangana, PIN– 500032

4 Kindly note that You may approach the Insurance Ombudsman, if You do not receive response from Us within 30 days from the date of filing of the complaint or if Your complaint is rejected or if You are not satisfied with Our response., You/ complainant may approach the Insurance Ombudsman for Your State at the address mentioned in Annexure 1 below or the Insurance Ombudsman website: https://cioins.co.in/Ombudsman for updated list and details of Ombudsman offices. The Ombudsman may receive complaints under Rule 13 of Insurance Ombudsman Rules, 2017 (amended from time to time) ; a) for any partial or total repudiation of claim by Us; b) for any dispute in regard to Premium paid or payable; c) for any dispute on the legal construction of the Policy in so far as such dispute relate to claim; d) for delay in settlement of claim; e) for non-issue of any insurance document after receipt of Premium; f) misrepresentation of policy terms and conditions; g) policy servicing related grievances against Company and their agents and intermediaries; h) issuance of policy which is not in conformity with the Proposal Form submitted by proposer; and i) any other matter resulting from the violation of provisions of Insurance Act, 1938 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.

5 As per provision 14(3) of the Insurance Ombudsman Rules, 2017:- 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 provision14(5) of the Insurance Ombudsman Rules, 2017:- 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.

BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/ FRAUDULENT OFFERS!

IRDAI or its officials do not involve 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 1

LIST OF INSURANCE OMBUDSMAN*

1. **Ahmedabad:** Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380001.
   Tel.: 079 - 25501201/02/05/06 **Email**: bimalokpal.ahmedabad@cioins.co.in
   Jurisdiction: Gujarat, Dadra & Nagar Haveli, Daman and Diu

2. **Bengaluru:** Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru –560078. **Tel.**: 080 - 26652049 / 26652048 **Email**: bimalokpal.bengaluru@cioins.co.in
   Jurisdiction: Karnataka.

3. **Bhopal:** Office of the Insurance Ombudsman,1st Floor, Jeevan Shikha, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal- 462001.
   Tel.: 0755-2769201 / 2769202 Fax: 0755-2769203 **Email**: bimalokpal.bhopal@cioins.co.in
   Jurisdiction: Madhya Pradesh & Chhattisgarh.

4. **Bhubaneshwar:** Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneshwar-751 009.
   Tel.: 0674-2596461/2596455 **Email**: bimalokpal.bhubaneswar@cioins.co.in
   Jurisdiction: Odisha

5. **Chandigarh**: Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector 17 A, Chandigarh-160 017.
   Tel.: 0172- 2706196/2706468 Email: bimalokpal.chandigarh@cioins.co.in
   Jurisdiction: Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

6. **Chennai**: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai-600 018.
   Tel.: 044-24333668/24333678 **Email**: bimalokpal.chennai@cioins.co.in
   Jurisdiction: Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)

7. **Delhi:** Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110002.
   Tel.: 011-23237539**Email**: bimalokpal.delhi@cioins.co.in
   Jurisdiction: Delhi, following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.

8. **Guwahati:** Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar

Overbridge, S.S. Road, Guwahati-781 001(Assam). Tel.: 0361-2632204/2602205 Email: bimalokpal.guwahati@cioins.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 - 23312122Email: bimalokpal.hyderabad@cioins.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@cioins.co.in . **Jurisdiction:** Rajasthan

11. **Kochi:** Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp. to Maharaja's College, M.G. Road, Kochi - 682011.
Tel: 0484-2358759/2359338 **Email**: bimalokpal.ernakulam@cioins.co.in
Jurisdiction: Kerala, Lakshadweep, Mahe – a part of Puducherry

12. **Kolkata:** Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R. Avenue, Kolkata – 700 072.
Tel: 033 22124339/22124341 b: bimalokpal.kolkata@cioins.co.in
Jurisdiction: West Bengal, Sikkim, Andaman & Nicobar Islands

13. **Lucknow:** Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001.
Tel: 0522 - 4002082 / 3500613 **Email**: bimalokpal.lucknow@cioins.co.in
Jurisdiction: Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

14. **Mumbai:** Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai-400 054.
Tel: 022-69038800/27/29/31/32/33 **Email**: bimalokpal.mumbai@cioins.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.:020-24471175; **Email**: bimalokpal.pune@cioins.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- 2514252 / 2514253 **Email**: bimalokpal.noida@cioins.co.in
Jurisdiction: State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur

17.Patna: Office of the Insurance Ombudsman,2nd Floor, Lalit Bhawan, Bailey Road, PatnA 800001.
Tel.: 0612-2547068 **Email**: bimalokpal.patna@cioins.co.in
Jurisdiction: Bihar, Jharkhand

*For updated list of Ombudsman please refer to the website at http://www.cioins.co.in/Ombudsman

Annexure - 2

List of Members included in the Canara HSBC Life Insurance Sampoorna Kavach Plan

(UIN – 136N022V03)

Master Policy No	
Sum Assured for each Insured Member	
Premium for each Insured Member	

Sr. No.	Member No.	Application No	Insured Member Name	Age	Gender	Risk Commencement Date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Annexure 3

Section 38 of Insurance Act, 1938 (as amended from time to time)- "Assignment and Transfer of Insurance Policies" is reproduced below

1. A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made. **2.** An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section (1), where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policy-holder or in public interest or is for the purpose of trading of insurance policy. **3.** The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policy-holder not later than thirty days from the date of the policy-holder giving notice of such transfer or assignment. **4.** Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority. **5.** Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing

of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer: Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced. **6**. The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered: Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority. **7.** Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates. **8**. Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings. Explanation.— Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of sub- section (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively. **9.** Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this section. **10.** Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that — (a) the proceeds under the policy shall become payable to the policy-holder or the nominee or nominees in the event of either the assignee/or transferee predeceasing the insured; or (b) the insured surviving the term of the policy, shall be valid: Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy. **11.** In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policy-holder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

Annexure 4

Section 39 of Insurance Act, 1938 (as amended from time to time)- "Nomination by Policyholder" is reproduced below

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) Act, 2015. **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) Act, 2015, 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.

Annexure 5

Section 45 of Insurance Act, 1938 (as amended from time to time)- "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.

Below are the lists of documents which are attached separately along with Master Policy Document -

1. Copy of Your Master Proposal Form

2. Copy of Scheme Rules