

TATA AIA Life Insurance Group Term Life

PART I - DEFINITIONS

In this Policy, where consistent with the contents, the singular shall include the plural and the plural the singular; words importing the masculine gender shall include the feminine gender; and each of the following words and expressions shall have the following meanings:

1. **“Company”** shall mean the Tata AIA Life Insurance Company Limited.
2. **“Policy”** shall mean this agreement, any supplementary contracts or endorsements therein, whenever executed, any amendments thereto signed by the Company, the application attached hereto of the Policyholder, and the member enrolment forms, if any, of the Insured Members, which together constitute the entire contract between the parties.
3. **“Policyholder”** in this contract shall mean the Master Policyholder
4. **“Policy Effective Date”** shall mean the date from which the coverage under this Policy becomes effective.
5. **“Policy Anniversary”** shall mean the anniversary of the Policy Effective Date or the date otherwise specified in the Policy Schedule.
6. **“Policy Year”** shall mean a period of twelve (12) consecutive months beginning with the Policy Effective Date and subsequent Policy Anniversaries.
7. **“Members”** shall mean the persons so defined in the Policy Schedule attached hereto.
8. **“Certificate of Insurance”** means the certificate the Company issues to an Insured Member to confirm his coverage under the Policy. Coverage in respect of an Insured Member shall commence from the Effective Date of Coverage mentioned therein
9. **“Sum Insured”** means the amount of benefit payable on occurrence of an insured event and will be as specified in the policy schedule.
10. **“Eligible Members”** shall mean Members who, are not otherwise disqualified by reason of the matters set out herein, are entitled to participate in the insurance plan under this Policy.
11. **“Insured Members”** shall mean Eligible Members who, in accordance with the provisions of Part II Section A, are participating in the insurance plan under this Policy.
12. **“Employer Employee Group”** shall mean Groups where Employer Employee relationship exists between the master policy holder and the member in accordance with the relevant laws.
13. **“Non Employer Employee Group”** shall means group other than Employer Employee where a clearly evident relationship between the member and the Group Policy holder for the services other than insurance exist.
14. **“Scheme”** means this Policy or any other similar policy previously taken by the Policy holder for the Insured Members.
15. **“Active Service”** shall mean for employees to be employed with the Policyholder on a full time permanent basis and who are actively working on a day which is one of the Policyholder’s scheduled work days and are performing in the customary manner all the regular duties of his employment with the Policyholder on a full-time basis that day either at one of the Policyholder’s business establishments, or at some location to which the Policyholder’s business requires him to travel. An employee will be considered in Active Service on a day which is not one of the Policyholder’s scheduled workdays only if he was performing in the customary manner all of the regular duties of his employment on the preceding scheduled workday. In the case of association groups, Active Service shall mean for the Members to be actively working on a full time permanent basis at his normal place of work and performing in the customary manner all the regular duties of his work. Any exception to this shall be at the discretion of the Company.
16. **“Nominee”** shall mean the person(s) nominated by the Insured Member to receive the insurance benefits payable on the death of the Insured Member.
17. **“Mid Joiner”** shall mean a member who enrolls into the policy at anytime after the policy effective date.

PART II - MEMBER PARTICIPATION AND TERMINATION

Section A - Participation

1. Group Master Members already eligible on the Policy Effective Date shall be eligible for participation.
2. Group Master Members whose participation has been terminated and who re-apply for participation shall be considered as new Members. The Company reserves the right to request and review evidence of health for any member electing to apply for cover other than when first eligible. The extent and terms of the cover will be determined by the Company, based on the medical evidence required.
3. In Employer Employee Group, any Member who is not in Active Service on the date he would otherwise become eligible for participation hereunder shall not be eligible until the day he returns to Active Service in good health.
4. Every Member who fulfils the conditions necessary to participate as set forth in paragraphs 1 to 3 above must elect to do so in writing within thirty-one (31) days from the date on which he becomes eligible.
5. Each Eligible Member shall be insured hereunder on the first day on which he becomes eligible provided, the premium has been received by the company and the condition set forth in paragraph 4 of this Section has been satisfied and the duly completed enrolment form has been received wherever applicable, and coverage confirmed by the Company,.
6. In Employer Employee Group minimum 10 insured members are required in Non Employer Employee Group minimum 50 insured members are required to avail this group insurance policy. During the tenure of the policy if the number of people is less than the minimum required, the policy will continue as per the terms and conditions.
7. In case of surrender of group policy by the master policyholder, there is an option provided to the individual member of the group, to continue the policy as an individual policy on same terms and conditions of this policy, on written intimation to the Company.

Section B - Termination

The insurance hereunder of any Insured Member of the group shall automatically cease on the earliest of the following dates:

1. The date on which the Policy is terminated.
2. The date of the expiration of the period for which the last premium payment is made on account of the Insured Member's insurance.
3. The end of the Policy Year during which the Insured Member attains the Termination Age as shown in the Policy Schedule.
4. The date on which the Insured Member shall cease to be a Member. In Employer Employee Group, Cessation of Active Service by an Insured Member (or cessation of membership in good standing in the case of associations) shall be deemed to constitute the termination of his Membership, except that while an Insured Member is temporarily on part-time employment or is absent on account of sickness or injury, Membership shall be deemed to continue until premium payments for such Insured Member are discontinued, but not for a period longer than six months from the date of termination of Active Service.

Section C – Force Majeure

If the performance by the Company of any of its obligations herein shall be in any way prevented or hindered in consequence of any act of God or State, Strike, Lock out, Legislation or restriction of any Government or other authority or any other circumstances beyond the anticipation or control of the Company, the performance of this contract with prior approval of IRDA of India shall be wholly or partially suspended during the continuance of the FORCE MAJEURE EVENT AND THE COMPANY WILL RESUME THE CONTRACT TERMS AND CONDITIONS WHEN SUCH

EVENT CEASE TO EXIST.

PART III - BENEFIT PROVISIONS

Section A - Insurance Amount

Immediately upon submission of proof of the death of any Insured Member, in a form satisfactory to the Company, an amount, determined in accordance with the Policy Schedule, shall be payable to the designated nominee in the manner herein provided.

Section B - No-Evidence Limit

In employer employee group, Proposed Sum Insured in excess of the No-Evidence Limit as stated in the Policy Schedule may be accepted subject to submission of evidence of insurability satisfactory to the Company. In the absence of written acceptance by the Company, the amount of insurance shall be limited to the No-Evidence Limit and premium charge shall be based on this amount as per the underwriting norms of the company. The No-Evidence Limit is re determined at each Policy Anniversary and the Company reserves the right to require further evidence of insurability for any increase in amount of insurance which is in excess of the No-Evidence Limit.

Section C – Exclusion

No death benefit shall be payable if an Insured Member commits suicide, while sane or insane, within one year from his Effective Date of Coverage or date of any revival whichever is later for all Schemes with no existing insurance coverage. The Policy's liability shall be limited to refund the premium paid less government levy in respect of such Insured Member and coverage for the member under that group policy shall cease. No Benefit is payable under this Policy when the Date of Death precedes the effective Date of Coverage or Date of any revival whichever is later.

Section D - Payment of Benefits

1. Payment of all benefits under this Policy shall be made to the nominee or nominees in accordance with the terms of the Policy provided always that the Company may, at the written request of the Policyholder for reasons acceptable to the Company, pay the benefits to the order of the Policyholder. However, in non Employer Employee Group, payment under the benefits under this Policy shall be made to offset the outstanding amount under this policy and any excess claim amount remaining after setting off the outstanding amount shall become payable to the person entitled to.
2. Payment of any sum made by the Company as provided by this Section shall be a good discharge to the Company and shall release the Company of all claims and demands whatsoever in respect thereto.
3. There is no survival benefit under this Policy.
4. There are no surrender benefits under this Policy.
5. Policy loan is not available.
6. Change in Coverage Amount is not allowed for the Insured Member during the term of the Coverage. In the event where the Policy holder is an Employer there is an option for change of Coverage amount for the insured, provided there is revision in salary structure of the Insured Member or as per prevailing regulation.
7. While the policy is in force, and on happening of the insured event, the sum assured shall be payable after deducting the balance unpaid premium for the remaining policy year.

Section E - Nominees

Nomination allowed as per provisions of Section 39 of the Insurance Act 1938 as amended from time to time. The simplified version of the provisions of Section 39 is enclosed in Annexure 2 for reference.

In respect of an insured member the premiums have been paid uninterruptedly for a continuance period of seven years or more and the premiums in respect of that group member have ceased subsequently and a claim arises within six months, the Company shall at its sole discretion view the settlement of such claim subject to justified reasons therefore and considering the interest of all the group members.

PART IV - GENERAL PROVISIONS

Section A - Premium Payments

Premiums are payable by the Policyholder as frequently as specified by Mode of Payment in the Policy Schedule, in advance, either to the Company or at the Issuing Office or at its Head Office or to an authorised agent of the Company. The first premium shall be payable at the Policy Effective Date and subsequent premiums shall be due and payable on the Premium Due Dates determined by the Policy Schedule. Premiums shall be paid in the policy Currency stated in the Policy Schedule.

Company reserves the right to change the premium for new members under the existing policy by giving a notice of 30 days to the policy holder, with prior approval of IRDA of India.

Section B - Grace Period, Termination and Revival of Policy

1. In modes other than Annual premium, a grace period of thirty (30) days following the Premium Due Date shall be allowed to the Policyholder for the payment of any premium after the first in each Policy Year. If any premium is not paid before the expiration of the grace period, this Policy shall automatically terminate at the expiration of the grace period. The Policyholder shall be liable to the Company for the premium outstanding for the time the Policy was in force during the grace period.
2. This Policy may be terminated on any Premium Due Date by either the Policyholder or the Company by mailing written notice of termination to the other party, not less than thirty-one (31) days before the Premium Due Date on which such termination shall be effective. Termination shall be without prejudice to any claim arising prior to the effective date of termination, assuming all due premiums have been paid.
3. If the premium is in default beyond the grace period, the Policyholder may apply for revival within the policy term which shall be subject to the consent of the Company and to the terms and conditions which the Company may impose including the payment of any premiums due and not paid together with interest at a rate to be decided upon by the Company.

Section C - Renewal Privilege

This Policy is issued for the term of one year and at the end of each Policy Year shall be automatically renewed provided that the Company receives the premium due in advance on or before date of renewal and an official receipt for the payment of the premium issued, to be paid by the Policyholder on that date. Company shall have the right to change the rate at which the premiums shall be calculated on any Policy Anniversary

Section D - The Contract

1. All statements relating to material facts made by the Policyholder, or by the Insured Members, shall, in the absence of fraud, be deemed representations and warranties.
2. The rights of the Policyholder or of any Insured Member or of any nominee under the Policy shall not be affected by any provision other than those contained in this Policy.
3. No amendments to this Policy will be effective, unless such amendments are expressly approved in writing by the Company and duly approved by IRDA of India as per prevailing laws and norms where required.

4. If any of the information provided is incomplete and incorrect and in case of fraud or misrepresentation, notwithstanding any other Provisions under the Policy, Company reserve the right to cancel the policy subject to fraud or misrepresentation being established in accordance with Section 45 of Insurance Act, 1938.

Section E - Data Required

1. The Policyholder shall maintain a record with respect to each Insured Member under this Policy, showing the Insured Member's name, sex, age or date of birth, amount of insurance, the date insurance became effective, the date insurance terminated, changes, with dates noted, of classification, nominee designation and other pertinent information as may be necessary to carry out the terms of this Policy. An updated copy of the member details is to be shared with Tata AIA Life on a regular basis.
2. Clerical error in keeping the records shall not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated, but upon the discovery of such error, an equitable adjustment shall be made.
3. The Policyholder shall furnish the Company with all information and proof which the Company may reasonably require with regard to any matters pertaining to the Policy. All documents furnished to the Policyholder by any Insured Member in connection with the insurance, and other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the Company at all reasonable times.
4. Any personal information collected or held by the Company with respect to each Insured Member under this Policy may be held, used and disclosed by the Company to individuals or organizations associated with the Company with regard to matters pertaining to the Insured Member's coverage.
5. It shall be the responsibility of the Policyholder to ensure that the personal information provided to the Company is accurate. The Policyholder shall indemnify and keep indemnified the Company against any and all losses, costs, expenses, actions, proceedings suffered by the Company as a result of the Policyholder's failure to carry out the aforesaid.

Section F - Misstatement

Certificate of Insurance is issued at the age and sex shown on the Certificate of Insurance which is the Insured Member's declared age at last birthday and declared sex in the member enrollment form. If the age and/or sex is misstated and higher premium should have been charged, the benefit payable under this Policy will be what the premiums paid would have purchased at the correct age/sex of the Insured Member. If the Member's age is misstated and lower premium should have been charged, the Company will refund any excess premiums paid without interest. Where a misstatement of age or other relevant facts has caused a Member to be insured hereunder when he is otherwise ineligible for any insurance, or where such statement has caused a Member to remain insured when he would otherwise be disqualified in accordance with the terms and limitations of this Policy, his entire insurance shall be void and there shall be a return of premiums paid in respect of the Member, provided always that where there is fraud on the part of the Policyholder or Insured Member, Clause 4 of Section D under Part IV shall be applicable.

Section G - Enrolment Forms

The Policyholder shall furnish individual enrolment forms to the Company for each Insured Member in the form prescribed by the company, wherever applicable.

Section H - Applicable Law

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the law of India.

Section I - Currency and Place of Payment

All amounts payable either to or by the Company will be paid in the Currency shown on the Policy Schedule. Such amounts will be paid by a negotiable bank draft or checks drawn on a bank in the country in which the Currency of the Policy is denominated. All amounts from the Company will be payable at the Issuing Office shown on the Policy Schedule.

Section J – Free Look Period

In case You and/or the Insured Member are not satisfied with the policy, You and/or the Insured Member, have a period of 15 (Fifteen) days from the date of receipt of the Policy/Certificate of Insurance to review the terms and conditions of the Policy/Certificate of Insurance. If You/ the Insured Member disagree to any of the terms or conditions of the Policy/Certificate

of Insurance, You/the Insured Member have an option to return the original Policy/Certificate of Insurance to Us by stating the objections/reasons for such disagreement in writing.

Where free look cancellation is exercised by You, the Policy shall terminate forthwith and all rights, benefits and interests under the Policy shall cease immediately. However, the cover in respect of existing Insured Members will continue as per the terms of Certificate of Insurance. No new Insured Members will be enrolled under the Policy.

Where free look cancellation is exercised by Insured Member, Certificate of Insurance shall terminate forthwith and all rights, benefits and interests shall cease immediately. We will only refund the premiums received by Us, after deducting the proportionate risk premium for the period of cover, charges of stamp duty paid and the expenses incurred on medical examination of the Insured Member(s), if any.

Section K – Change in address of Policyholder or Nominee

In order to provide You better services, We request You to intimate us in the event of any change in the address of the Policyholder or the nominee.

CONSUMER INFORMATION

INSURANCE ACT 1938, Section 45:

Your Policy is based on the application and declaration which you have made to us and other information provided by you/on your behalf. However, in case of fraud and mis-representation by You we shall immediately cancel the Policy subject to the fraud or misrepresentation being established by Us in accordance with Section 45 of the Insurance Act, 1938.

The simplified version of the provisions of Section 45 of the Insurance Act, 1938 is enclosed in Annexure 3 for reference.

INSURANCE ACT 1938 Section 41 - Prohibition of Rebates:

No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKH RUPEES

POLICYHOLDER'S SERVICING

With regards to any query or issue related to the Policy, the Policyholder can contact the Company through the following service avenues

- Contact your Tata AIA Life Agent / Distributor
- Call our helpline number at 1-860-266-9966 (local charges apply)
- E-mail us at customercare@tataaia.com
- Visit the nearest the Tata AIA Life branch or CAMS Service Center
- Log on to Online Customer Portal by visiting www.tataaia.com
- Write to Us at: B- wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West) – 400 607, Maharashtra.

GRIEVANCE MECHANISM

In case you have any complaint / grievance, you may approach our office at any of the following address or e-mail us at customercare@tata-aia.com:

1) **Resolution of Grievances**

Customers can register their grievances through multiple service avenues:

- Call our helpline number at 1-860-266-9966 (local call charges apply)
- Email us at life.complaints@tataaia.com
- Login to online policy account on www.tataaia.com
- SMS SERVICE to 58888 to receive a call back from our Customer Service Representative
- Visit any of the nearest Tata AIA Life branches or CAMS Service Centers
- Contact your Tata AIA Life Agent / Distributor
- Log on to IGMS website www.igms.irda.gov.in

- Write to us on the following address:
Grievance Redressal Department Tata AIA Life Insurance Company Limited - B- wing, 9th Floor, I-Think Techno Campus, Behind TCS, Pokhran Road No.2, Close to Eastern Express Highway, Thane (West) – 400 607, Maharashtra.
- We shall acknowledge a customer's grievance within 3 business days by providing the customer with the name of the Grievance Redressal Executive who is responsible to handle the grievance.
- We shall provide the customer with an equitable resolution within 2 weeks of receipt of the grievance.
- In case customers wishes to contact us during the course of the assessment, they can contact us at any of the above mentioned touch points.
- All Tata AIA Life branches have a Grievance Redressal Officer who can be contacted for any support during the grievance redressal process

2) Escalation Mechanism

In case customers are not satisfied with the decision of the above offices, or has not received any response within the stipulated timelines, they may contact the following officials for resolution:

- 1st level of Escalation: Sr. Manager - Customer Service
- 2nd level of Escalation: Head - Customer Service
- 3rd level of Escalation: Grievance Redressal Officer (GRO)

For escalations, customers can email to head.customerservice@tataaia.com or write to –
Tata AIA Life Insurance Company Limited,
B-Wing, 9th Floor,
I-Think Techno Campus, Behind TCS,
Pokhran Road No.2, Close to Eastern Express Highway,
Thane (West) – 400 607
Maharashtra

We request our customers to follow the escalation mechanism in case of non-receipt of response or unsatisfactory response from the concerned persons mentioned above.

If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO:155255
Email ID: complaints@irda.gov.in

You can also register your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department – Grievance Redressal Cell.
Insurance Regulatory and Development Authority of India
Sy.No.115/1, Financial District, Nanakramguda,
Gachibowli, Hyderabad – 500 032.9th floor, United India Towers, Basheerbagh
Hyderabad – 500 029, Telangana
Fax No: 91- 40 – 6678 9768

3) Insurance Ombudsman

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

- Delay in settlement of claim
- Partial or total rejection of claim;
- Dispute with regard to premium;
- Misrepresentation of policy terms and conditions;
- Legal construction of the policy in so far as dispute related to claim;
- Grievance relating to policy servicing;
- Issuance of policy which is not in conformity with proposal form;
- Non- issuance of your insurance document; and
- Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned hereinabove.

Please refer to our website www.tataaia.com for further details in this regard.

The list of Ombudsman address is attached as Annexure 1

The complaint should be made 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. As per provision 14(3) of the Insurance Ombudsman Rules, 2017; the complaint to the Ombudsman can be made:

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer; or
- the complainant had not received any reply within a period of one month after the Insurer received his representation; or
- the complainant is not satisfied with the reply given to him by the Insurer.

Annexure 1 - List of Ombudsman

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES		
Office of the Ombudsman	Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, 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@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Annexure 2

B. Section 39 - Nomination by Policyholder

Nomination of a life Insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

01. 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.

02. Where the nominee is a minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the Company.

03. Nomination can be made at any time before the maturity of the Policy.

04. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the Company and can be registered by the Company in the records relating to the Policy.

05. 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.

06. A notice in writing of Change or Cancellation of nomination must be delivered to the Company for the Company to be liable to such nominee. Otherwise, Company will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the Company.

07. Fee to be paid to the Company for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

08. On receipt of notice with fee, the Company should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.

09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the Company or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of Company'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 Annuitant nominates his parents or spouse or children or spouse and children or any of them; the nominees are beneficially entitled to the amount payable by the Company to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life Insurance policies maturing for payment after 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 of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policyholders are advised to refer to Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]

Annexure 3

C. Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from
 - a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policy
whichever is later.
02. 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 Company should communicate in writing to the Annuitant or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by Annuitant or by his agent, with the intent to deceive the Company or to induce the Company to issue a life Insurance Policy:

- a. The suggestion, as a fact of that which is not true and which the Annuitant does not believe to be true;
- b. The active concealment of a fact by the Annuitant 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.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the Annuitant or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Company shall repudiate a life Insurance Policy on the ground of Fraud, if the Annuitant/ beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the Company. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.

06. 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 Annuitant was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the Company should communicate in writing to the Annuitant 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.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the Annuitant or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the Company. The onus is on Company to show that if the Company had been aware of the said fact, no life Insurance Policy would have been issued to the insured.

09. The Company 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 of Insurance Laws (Amendment) Act, 2015. and only a simplified version prepared for general information. Policyholders are advised to refer to Insurance Laws (Amendment) Act, 2015 for complete and accurate details.]

Annexure I - CLAIM PROCEDURE

Policyholder:

Policy No:

Claim Process:

1. The claimant will intimate the Policyholder on the occurrence of an insured event preferably within 30 Days from date of death, however any delay in notifying shall require to be substantiated to the satisfaction of the company.
2. The Policyholder will forward the intimation to Tata AIA Life Insurance Company Limited (Tata AIA Life) for registration of the Claim.
3. The claimant shall also intimate Tata AIA Life about the status of the claim / claim documents given to the Master Policyholder.
4. The Policyholder will advise the claimant to submit the required claim documents and will provide the relevant claim forms / formats.
5. Claimant will send the required claim documents / forms duly completed to the Policyholder.
6. The Policyholder will authorized the claim forms and forward the complete claim documents (including the outstanding statement of the loan if applicable) to Tata AIA Life.
7. Tata AIA Life will process and make payment for all the eligible claims subject to the terms and conditions of the policy within timelines prescribed by Policyholder Protection Regulation, 2002.
8. Tata AIA Life will intimate the Policyholder of any discrepancy / additional documents to be submitted, as per timelines prescribed by Policyholder Protection Regulation, 2002
9. Tata AIA Life will intimate the Policyholder as well as claimant any repudiation of claim with reasons for the repudiation as per timelines prescribed by Policyholder Protection Regulation, 2002

List of Claim requirements:

A. In case of Natural Death:

1. Death Claim Form and Physicians Statement in original *
2. Death Certificate issued by the Municipal Authority
3. Photo Identity card or other proof of identify with Proof of Age of the deceased
4. Photo ID proof and relationship proof of claimant
5. Statement of outstanding loan as at date of death
6. Certificate of Insurance
7. Application form for Insurance (HD / HQ)
8. Indemnity Bond (on Rs. 200/- non-judicial stamp paper) confirming the details of the person entitled to receive the policy benefit if any
9. Death Certificate issued by a Doctor
10. Autopsy Report, if performed
11. Salary slip / Appointment letter (wherever applicable)
12. Attendance records maintained with the employer (wherever applicable)

B. Death due to Illness: In addition to documents above in (A)

1. Discharge Card of the Hospital where admitted
2. Past hospital or clinical record if available

C. Death due to Accident: In addition to documents above in (A & B)

1. Police Report such as First Information Report, Final Investigation Report etc.
2. Post Mortem Report
3. Proof of accident (Panchnama & Photograph)

1. **Claim Form No 1** - Please ensure that all the relevant fields are duly filled and the claim form is duly signed by the authorized signatory and stamped with policyholder seal.
 - a) Clauses 1 to 17: Provide details of the deceased member
 - b) Clauses 18 to 20: Provide details as asked if death due to accident
 - c) Clauses 29 to 36: Details of individual claimant
2. **Claim Form No 2** (Attending Physician Statement): Please ensure the Attending Physician Statement is duly filled and signed by the Attending Physician of the Deceased. All questions in the same needs to be duly answered.
3. Photo ID Card with Proof of Age (Original/Attested true copy): Following Documents can be submitted as ID Proof
 - ✓ Passport
 - ✓ Driving License
 - ✓ Voter's Card

✓ Photo Ration Card

Important Note: If ID Proof does not include proof of age, a separate document for Proof of Age required

Important Note:

- All documents except the originals must be certified true copy from Gazetted Officers, Magistrate or Special Executive Magistrate (SEM) or the Authorized Signatory of the Policyholder
- Tata AIA Life reserves the right to modify the list of claim documents based on Claims Experience reviewed from time to time.
- Tata AIA Life reserves the right to ask for additional documents as may be required for processing of claim on a case to case basis.
- Tata AIA reserves the right to investigate the claims which may warrant investigation and the same would be completed within the timelines prescribed by Policyholder Protection Act 2017.

For any further assistance please write to;

Claims, Tata AIA Life Insurance Company Limited, 2nd Floor, Delphi B, Wing, Orchard Avenue, Hiranandani Business Park, Powai, Mumbai – 400076, Tel: +91 22 6647 9000