Schedule A – Table of Premiums

Reliance Nippon Life Group Term Assurance Plan Policy Number

Premium per Rs 1000 sum insured

Age	Premium *
18 to 59	

^{*} Exclusive of Goods & Services tax as applicable.

Schedule B – Benefit formula

Reliance Nippon Life Group Term Assurance Plan Policy Number:

Designation	Sum Assured (in Rs.)

Please read Your Policy Details carefully to verify that it correctly reflects the policy you applied for, if you notice any discrepancies please return this policy document to us for correction.

Policy Conditions & Privileges within referred to

Reliance Nippon Life Group Term Assurance Plan

Contract Number
This Policy is the evidence of a contract between Reliance Nippon Life Insurance Company Limited ('the Company') and the Master Policyholder referred below.
Reliance Nippon Life Insurance Company Limited (hereinafter called "RNLIC") agrees to pay the benefits, as stipulated in the Policy Schedule to the Master Policyholder on the basis of the statements, proposal, declarations and premium along with taxes as applicable from the Policyholder on the assurance that the Policyholder has agreed to all the policy terms and conditions referred to in the Reliance Nippon Life Group Term Assurance Plan (UIN: 121N006V02) Policy document kit. The proposal, declaration and other information called for from the Master Policyholder form the basis of this contract. If any of the details furnished to the Company are incorrect or incomplete, then the policy will be void. The Benefits shall be paid only when the same are payable as per the stipulations in the Policy document kit. The claimant/nominee needs to submit satisfactory proof of title and other applicable documents pertaining to the Policy at the RNLIC offices for claiming the benefits. It is hereby further declared that this Policy shall be subject to the terms, conditions and privileges in this Policy document kit and that the Policy Schedule and every endorsement placed on the Policy by RNLIC shall be deemed to be a part of the Policy.
Date Authorised Signatory
Polionea Nimon Life Ingurance Company Limited
Reliance Nippon Life Insurance Company Limited
Registered Office:
H Block, 1 st Floor, Dhirubhai Ambani Knowledge City,

Policy document _Reliance Nippon Life Group Term Assurance UIN - 121N006V02

Navi Mumbai,

India

Maharashtra – 400 710,

General description of the plan

Reliance Nippon Life Group Term Assurance Plan is a non-linked, non-participating, one year renewable group term assurance plan where the benefits are paid only on death of the insured member .This plan will be available to all employer-employee groups and non-employer-employee homogeneous groups, where non-employer-employee homogeneous groups shall mean:

- 1. Any associations, where the members represent a particular profession / trade / domestic workers / Anganwadi workers;
- 2. Government agencies;
- 3. Any Co-operative Society;
- 4. Parents of school / college students as members;
- 5. Any other groups as may be approved by the Authority.

Key Benefits

Events	How and when benefits are payable	Size of such benefits/policy monies
Death	Payable on death during the policy term	Sum Assured
Maturity	On survival up to the end of policy term	No amount is payable

Plan limits

Minimum entry age	18 years last birthday
Maximum entry age	59 years last birthday
Policy term	One year renewable
Minimum Sum Assured	No minimum
Maximum Sum Assured	No limit
Minimum size of the group	10
Maximum size of the group	No limit
Maximum maturity age	60 years last birthday

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1. Free look

The Master Policyholder may cancel this Policy by returning it to the Company within 15 days of receiving it, if the Policy is not sourced through Distance Marketing* channel, which has a 30 day free look period. The Company will refund the premiums paid by the Master Policyholder less a deduction for the proportionate premium for the time that the Company has provided cover up to the date of cancellation and for the following expenses incurred by the Company:

- i. Proportionate Mortality Cover charges incurred to cover the Master Policyholder from the date of commencement of risk till the date of free look cancellation.
- ii. Medical examination of the Policyholder, if any
- iii. Stamp charges and expenditure, if any, incurred in the above regard

*Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes:

- i. Voice mode, which includes telephone-calling
- ii. Short Messaging Services (SMS)
- iii. Electronic mode which includes e-mail, internet and interactive television (DTH)
- iv. Physical mode which includes direct postal mail and newspaper & magazine inserts; and
- v. Solicitation through any means of communication other than in person.

Terms and conditions

This Policy comprises of the terms and conditions set forth in this Policy document, the Policy Schedule, Certificate of Insurance and the Annexures referred to herein, which shall form an integral part of this Policy.

2. Definitions

In this Policy document the words and phrases listed below in the alphabetical order shall have the meaning assigned to them, wherever they appear, unless the context otherwise requires:

- "Accident" means a sudden, unforeseen and involuntary event caused by external and visible means
- "Accidental Death" means death due to accident, where accident is a sudden, unforeseen and involuntary event caused by external and visible means
- "At work" in respect of an insured person (being an employee in an employer employee group) means performing their normal duties during their normal work hours
- "Certificate of Insurance (COI)" shall mean the document provided by Master policyholder as authorized by the RNLIC stating in brief the benefits, charges, important terms & conditions and the procedure of claim to the member.
- "Cover" means the Death Benefit

- "Date of Commencement of Risk" means the date from which the insurance commences under the policy
- "Death Benefit" means the benefit, agreed at inception of the contract, which is payable on death of an insured person as specified in the policy document.
- **"Employer"** means the Master Policyholder. It also refers to each, or any of its subsidiaries, associated corporations or firms which are participating in the Policy
- "Employer-Employee group" means groups where an employer-employee relationship exists between the Master policyholder and the member in accordance with the relevant laws.
- "Free cover limit" means the maximum amount of policy benefit that may be accepted for cover in respect of a particular insured member without specific underwriting. It represents the amount, if any, specified as such in the policy schedule, and may be subsequently revised from time to time as agreed between the insurer and the policyholder.
- "Free look cancellation of the policy" means where the policyholder disagrees to any of the policy terms and conditions after purchasing the policy, he/she may cancel the policy by returning it to the Company stating the reasons for his / her objections within the stipulated time permitted under the policy.
- "Insured Person/Member" means an Eligible Member whose application for cover is accepted by the Company and is insured under this Policy
- "Master Policyholder" means the Proposer for this policy and whose members are covered under the plan, and may include employer-employee groups and non employer-employee homogeneous groups such as banks, non banking financial institutions, employers offering loans to their employees, employee welfare societies etc.
- "Master Policy", "Policy" means the Reliance Nippon Life Group Term Assurance Plan contract entered into between the Master Policyholder and the Company providing life cover to the members of the Master Policyholder.
- "Non Employer-Employee Groups" means groups other than employer-employee where a clearly evident relationship between the member and the group policyholder for services other than insurance exist and shall mean:
- 1. Any association, where the members represent a particular profession/ trade/ domestic workers/ Anganwadi workers;
- 2. Government agencies;
- 3. Any Co-operative Society;
- 4. Parents of school/ college students as members;
- 5. Any other groups as may be approved by the Authority;
- "Nominee" means the person or persons appointed by the Life Assured/Member under Section 39 of the Insurance Act, 1938, to receive the admissible Benefits in the event of death of the Life Assured
- "Policy Period" means the period used to calculate the premium
- "Policy Schedule" means the Policy Schedule issued by the Company, together with any amendments to the schedule which may be issued from time to time
- **"Policy Year"** means a period of 12 consecutive months starting with the Date of Commencement of the Policy as stated in the Policy Schedule and ending on the day immediately preceding the following Policy Anniversary date and each subsequent period of 12 consecutive months thereafter

- **"Premium"** means the amount stipulated in the Policy Schedule and paid yearly / half yearly / quarterly or monthly as applicable based on the premium option selected, by the Policyholder, as consideration of acceptance of risk and benefits specified as such in the Policy Document.
- "Regulations" means the laws and regulations as in effect from time to time and applicable to this Policy, including without limitation, the regulations and directions issued by the Regulatory Authority as per the provisions of the Insurance Act, 1938
- "Regulatory Authority" means the Insurance Regulatory and Development Authority of India (IRDAI) or such other authority or authorities, as may be designated under the applicable laws and regulations.
- "Reliance Nippon Life/RNLIC/the Company/We/Our/Us" means Reliance Nippon Life Insurance Company Limited
- "Rider" means an optional cover available as an add-on benefit, which can be purchased by you along with the base Plan on payment of additional premium as applicable
- "Rider Benefits" means the benefits payable on specified events applicable under the Riders as may be purchased by you
- "Rider Premium" means the Premium paid towards the Riders and does not include any taxes and/or levies
- "Salary" in respect of an insured person is the insured person's salary, under the Policy, as advised to us by the policy owner. The Salary does not include investment income
- "Service" means continuous and uninterrupted service rendered by the member to the employer and includes service which is interrupted by sickness, accident, leave, lay-off, secondment, strike or lock-out or cessation or work not due to any fault of the member concerned
- "Substandard lives" means those lives (persons whose medical histories include serious illness such as heart disease or whose physical conditions are such that they are rated below standard) that do not qualify for a standard insurance rate as per Board approved Underwriting Manual of the Company.
- "Surrender" means the termination of the contract in its entirety at the instance of the Master Policyholder
- **"Total and Permanent Disablement"** means the amount payable for a claim on an Insured Person becoming Totally and Permanently Disabled.
- "You/your" means the Master Policyholder of this Policy document

3. Key benefits

Based on the proposal and in consideration of premium payments, we will provide the following Cover under this policy:

3.1. Death benefit

On death of the Life Assured during the Policy term, the Sum Assured is payable.

3.2. Surrender of the Policy

In case of surrender of the group policy, individual members of the group, on such surrender, have an option to continue the policy as an individual policy till their coverage is terminated.

3.3. Maturity benefit

No maturity benefit is payable under this plan

4. Other benefits and features

4.1. Rider Benefits

Rider premiums, if any, shall be collected over and above the regular premiums. Rider premium should be paid on due date or within grace period. The mode of rider premium payment shall be same as that of base plan. Refer Rider Policy Document for rider specific terms and conditions.

4.2. Conversion option

A conversion option is available for employer-employee groups such that the employee has an option to purchase a replacement death cover with Reliance Nippon Life Insurance Company Limited, under an individual endowment or whole of life policy, subject to our premium rates, terms, conditions and availability at that time.

4.3. Free cover Limits

Free Cover limit represents the amount, if any, specified as such in the policy schedule, and may be subsequently revised from time to time as agreed between the insurer and the policyholder.

Lives with cover above the free cover limits applicable to the group, will be underwritten and substandard lives with medical conditions and other impairments will be underwritten as per the underwriting manual. The basis of underwriting will be the full amount of cover, including up to the free cover limit.

In the event member does not undergo medical examination then insured death benefit shall be limited to the free cover limit as defined above.

Employer-employee groups will be eligible for free cover, subject to the following conditions:

- i. There are clearly defined eligibility rules for each category of employee
- ii. There is a clearly defined and fixed benefit formula for determining the level of benefit amounts for each category of employee, which precludes individual selection
- iii. There must be more than 20 insured persons
- iv. Reliance Nippon Life Insurance Company Ltd. is the only insurer of Death Benefits for the employer
- v. Not more than 10% of the insured persons may be resident overseas
- vi. At least 80% of the employees are eligible to become Insured Persons. For groups of less than 100 eligible employees, at least 90% do so at inception of the Policy, and 100% of those eligible to become Insured Persons in the future, do so within 3 months of first becoming eligible.

If the group no longer meets any of these conditions or if they are not complied with, the free cover limit may be varied or removed.

However, the free cover limit can be changed immediately if membership of the group varies by more than 10%, since the date it was last calculated, or in the event of invasion or war, (whether declared or not), including India.

The free cover limit shall apply to:

- (a) All Insured Persons who are at Work on the date of commencement of the Policy; and
- (b) All of the employer's permanent employees who are first eligible to become an Insured Person on or after the date of commencement of the Policy and who apply to be an Insured Person within three months of first becoming eligible, and who are at Work on the date they first apply

Provided that the persons mentioned in (a) or (b) above:

- i. Are upto age 60
- ii. Have not been absent from work due to sickness or injury for more than three weeks in either of the two years, prior to the date of which they are eligible to be insured under the Policy
- iii. Have joined the employer before attaining age 55

Free cover limit will be the minimum of:

- i. "k" times the average Sum Assured per member; and
- ii. Maximum Free Cover Limit (FCL);

Where "k" and maximum FCL are given as follows:

Number of lives	k	Maximum FCL
21-50	2.5	10,00,000
51-100	3.0	20,00,000
101-200	4.0	30,00,000
201-500	5.0	35,00,000
501-1000	6.0	40,00,000
1001-2000	7.0	45,00,000
2001 & above	8.0	50,00,000

4.4. Sum Assured

The Sum Assured will be calculated according to the benefit formula in Schedule B, subject to the maximum cover limit.

4.5. Policy Lapsation

The grace period is 30 days from the due date of every renewal premium. RNLIC may lapse the Policy if any amount that the Master Policyholder owes us under this Policy is not paid within the 30 day grace period. Policies under this plan do not acquire any surrender value or paid-up value. There is no automatic premium loan procedure.

The Policy will lapse on the earliest of:

- i. The end of the period mentioned in the renewal notice to the Master Policyholder and
- ii. The Master Policyholder effecting the replacement cover with another insurer If the Policy lapses:

- iii. We do not have to pay any claims in relation to the events that occurred after the date the Policy lapsed and
- iv. It may be reinstated on the terms and conditions that we set.
- v. The insurance benefit and rider benefit, if any, ceases immediately.

4.6. Revival/reinstatement of the Policy

These are not applicable, except with the consent of the Company. Policy alterations will be allowed on the terms offered by the Company from time to time which will be determined as per the standard actuarial practice.

4.7. Sub-standard lives

Every Insured Member will have to complete a medical questionnaire. Lives with sub-standard medical conditions and other impairments will be underwritten as per the underwriting manual approved by the board. The basis of underwriting will be the full amount of cover, including up to the free cover limit. There could be loading for occupations based on the company's underwriting practice approved by the board.

Employee welfare society members with hazardous occupations, exposure to special health and accidental hazards, special contingent risks or significant moral hazards and extra risks shall be considered to be unclassified and the policy will be offered on a case to case basis.

Employer-employee groups will be eligible for free cover limit. The free cover limit will be decided on a case to case basis depending upon the proportion of participation and the risk characteristic of the group.

4.8. Medical examination

At all times, we may have an Insured Person examined by a medical practitioner whom we may choose.

5. Premium

For each Policy Period, the Master Policyholder must pay the premium for each Insured Person's Sum Assured and rider premium, if any. The premium rates apply to Insured Persons that we accept on standard terms. For any Insured Persons accepted on special terms, the premium rates will be adjusted and we will advise the Master Policyholder in each case. The Master Policyholder must pay the premium for each Policy Period according to the Premium Payment Frequency. The first premium or first instalment premium is due on the day that the first Policy Period starts.

5.1. Calculating the premium

We will calculate the premium for each Policy Period by adding up the premiums for each Insured Person. Each Insured Person's premium is calculated by multiplying together:

- i. Their Sum Assured for that Policy Period; and
- ii. Their premium rate. The rates are mentioned in Schedule A of this Policy document

However, for any Policy Period that is not exactly 12 months, the Insured Person's premium will be adjusted in the proportion to which the Policy Period bears 12 months.

5.2. Provisional premium

If, at the beginning of the Policy Period, we have not yet received or processed all the information we need to set the final premium, then we may send the Master Policyholder an invoice for provisional premium. The Master Policyholder must pay the provisional premium, and any instalments of it, as if it were the correct amount.

5.3. Adjusting the premium

After we have received and processed all the information we need to set the final premium for each Policy Period (taking into account any change in an Insured Person's Cover, or change in the membership of the group, or that the Policy has been terminated), we will set the premium and calculate the difference between the amount that the Master Policyholder has paid and the amount that it should have paid. The difference will then be paid by the Master Policyholder or refunded by us, dependent on the outcome.

5.4. If the premium is late by more than 30 days

An Insured Member's Cover ends if any premium instalment that relates to their Cover has not been paid within 30 days after it is due.

5.5. Changes to the premium rates

On or after the Guarantee Expiry Date, we can change the premium rates. However, we can change the premium rates at any time (including before the Guarantee Expiry Date) with immediate effect by giving a notice to the Master Policyholder:

- i. If membership of the group of Insured Persons varies by more than 10% since the premium was last calculated; or
- ii. If the data used in calculating the premium rates is subsequently found to be incorrect or incomplete.

6. Group administration

6.1. When the Cover starts and ends

An Insured Person's Cover starts:

- i. If they are to be covered from when the Policy began
- ii. Otherwise, when we agree to cover them

The Cover continues until any one of the events described in Clauses 5.4, 6.2, 6.3 and 6.4 occurs or the Policy ends.

As soon as the Cover for an Insured Person ends, our liability under this Policy in relation to that person also ends.

6.2. Insured Person reaches an age set by the Master Policyholder

An Insured Person's Cover ends on his last birthday when he attains the maximum maturity age set by the Master Policyholder.

6.3. Insured Person stops being a 'full time permanent employee' in case of employer employee group or stops being a 'member' of the non employer employee group

- i. An Insured Person's cover ends if they stop being a full time permanent employee due to resignation, dismissal, retirement or ill-health retirement or stop being member of non employer-employee group
- ii. Where an Insured Person takes special leave of absence such as extended travel or sabbaticals, our Cover continues for up to one year, as long as the premium continues to be paid in advance and provided we are informed of and agree to the nature of leave prior to the commencement of the leave.
- iii. If special leave continues beyond one year, we may agree to continue their Cover if we are told for how long the special leave is expected to continue.
- iv. For an Insured Person who transitions from full time permanent employment to part time or casual employment or to unpaid leave of absence for reasons other than (ii) mentioned above, including ill health, we will continue the Cover for six months from the date that pay reduces from the normal level of full time pay, or to the date that the employee's service terminates if this is sooner. After the expiry of this six month period, we will deem that the service has terminated. Premiums must continue to be paid during this period.

6.4. Cover for Insured Persons working overseas

The Cover for an Insured Person seconded overseas, continues automatically for up to one year as long as the premium for them is paid in advance. If their secondment continues beyond one year, we may agree to continue their Cover, if we are told how long the secondment is expected to continue.

6.5. Experience refund

This is without profits product. However, experience refunds are possible based on the individual scheme experience.

6.6. Decision whether to agree and on what terms

We will consider any information we regard as appropriate to decide whether to insure the nominated employee/ member. If we decide to insure that employee/ member, we will also decide:

- i. What terms will apply to that employee/ member, including, whether only part of the Cover will be granted; and
- ii. How much the sum insured will be for that employee/ member.

6.7. Master Policyholder to keep lists

The Master Policyholder must keep lists of:

- i. The people nominated to be insured; and
- ii. The people that we have agreed to insure.

If an Insured Person ceases to be covered in accordance with the terms and conditions of this Policy, the Master Policyholder must remove them from the list of Insured Persons. Also, the Master Policyholder must give us copies of those lists whenever we ask them to.

In the event, the Master Policyholder fails to provide member record details as sought by RNLIC, then insured benefits shall not be payable for those members whose records have not been furnished to RNLIC.

7. General conditions

7.1. Proof of age

RNLIC may require proof of age of the member/beneficiary before paying any benefits. If the age has been incorrectly stated, the benefits will be adjusted to reflect the true value. This Policy shall however become voidable at the instance of RNLIC from the date of commencement of this policy or the date of admission of the member, if the age of the Life Assured at the Policy Commencement Date or date of admission is found to be higher than the maximum or lower than the minimum entry age that was permissible under the plan of this Policy at the time of acceptance of risk on the life of the member. In such a case, the policy shall be cancelled immediately. It is the responsibility of the Master Policyholder to seek satisfactory evidence of the member's age.

7.2. Suicide exclusion

Suicide is excluded for a period of 12 months from the date of inception of the scheme.

7.3. Claims

The Company will pay the sum insured when it is satisfied of the identity and age of the insured person that the insured person is dead that all relevant provisions of the policy have been met. The Company will adjust the claims payable, in case it is found that the age as declared to us is incorrect, to that the proportion of the sum insured that is equal to the proportion that:

- a. The amount of the insurance premium that was actually paid in relation to that person (in the policy period in which they died); is of
- b. The amount of insurance premium that should have been paid for that person (in that policy period) having regards to the rate of insurance premium applicable to their correct age.

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

7.4. Claims process

In the event of a claim arising under this Policy, the Master Policyholder shall intimate the Company in writing of the claim and provide the following documents to the Company to enable the Company to process the claim:

7.4.1. In case of a claim for Death Benefit arising out of accidents or unnatural deaths:

- i. Certificate of Insurance, in original
- ii. Death certificate, in original, issued by the competent authority
- iii. Copies of the First Information Report and the Final Investigation Report thereof, duly attested by the concerned police officials
- iv. Copy of the post-mortem report duly attested by the concerned officials
- v. Claim Form (A) to be filled in by the nominee
- vi. Claim Form (B) to be filled in by the last treating doctor
- vii. Claim Form (C)
- viii. KYC documents of the claimant as per AML Guidelines. (Address Proof & Identity Proof)
 - ix. ECS mandate form/ cancelled cheque leaf/ self attested passbook copy of the claimant
 - x. Any other document as may be required by the Company

7.4.2. In case of claim for Death Benefit arising other than out of accidents or unnatural deaths:

- i. Certificate of Insurance in original
- ii. Death Certificate, in original, issued by the competent authority; and
- iii. Hospitalization documents (discharge summary along with all investigation reports) if the Life Assured has taken treatment for illness leading to his death
- iv. Claim Form (A) to be filled in by the nominee
- v. Claim Form (B) to be filled in by the last treating doctor
- vi. Claim Form (C)
- vii. KYC documents of the claimant as per AML Guidelines. (Address Proof & Identity Proof)
- viii. ECS mandate form/cancelled cheque leaf/ self attested passbook copy of the claimant
- ix. Any other document as may be required by the Company

Notwithstanding anything contained in Clause 8.15 above, depending upon the cause or nature of the claim, the Company reserves the right to call for other and/or additional documents or information, including documents/information concerning the title of the person claiming benefits under this Policy, to the satisfaction of the Company, for processing the claim.

7.5. Requirement for claims

In the event of a claim for Death Benefit arising under this policy, the person to whom benefits payable shall endeavour to intimate to the Company in writing of the claim and provide the following documents to the Company within 90 days of the claim arising to enable the Company to process the claim. The Company may accept/ process claims on merits of case even beyond the period of 90 days provided

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

7.6. Ending the Policy Contract

The Master Policyholder owner may end the Policy Contract at any time, upon giving us a written notice. The date the policy ends is the date the notice is received by us, or such a later date, as specified in the notice.

Where the policy is terminated during the Policy Period, we will refund a proportionate share of the premium.

The notice does not affect our liability in relation to each of the Insured Persons on the last day of the notice period for claims arising on or before that date.

7.7. Incontestability

In case fraud or misrepresentation, the policy shall be cancelled immediately by paying the surrender value if any, subject to the fraud or misrepresentation being established by the insurer in accordance with Section 45 of the Insurance Act, 1938.

In the event of any inconsistency or conflict between the terms and conditions contained in the Policy document and the terms and conditions contained in any other document such as marketing material or sales brochure, the Terms and Conditions contained in the Policy document shall prevail over all other terms and conditions contained in various other documents.

7.8. Review/revision

RNLIC reserves the right to review, revise, delete and / or alter any of the terms and conditions of this Policy, including without limitation, the Benefits, charges, other than those charges which are specifically stated to remain unchanged in this Policy, the method, manner and timing of levy or recovery of the charges with the approval of the Regulatory Authority, by giving a notice of 90 days in advance to the Master Policyholder. At any time, we may, by giving a 90 day prior notice to the Master Policyholder:

- i. refuse to accept any more people as Insured Persons
- ii. cease future increases to the sum insured
- iii. end the Policy if there are less than 21 Insured Persons under the Policy and
- iv. vary the terms of the Policy

However, the notice does not affect our liability in relation to each of the Insured Persons on the last day of the 90 day notice period for claims arising on or before that date.

7.9. Taxes, duties and levies and disclosure of information

This Policy, and the Benefits and the surrender value 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, as may be imposed now or in future by any authority (collectively "Taxes") on the Premiums and other sums payable to RNLIC or RNLIC'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 Policyholder or the Person to whom Benefits payable, 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 RNLIC, then RNLIC shall have the right to recover the same from the Policyholder or the Person to whom Benefits payable.

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, RNLIC 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 RNLIC is obliged to account to the revenue authorities for any Taxes applicable to this Policy or the Benefits payable under this Policy, RNLIC 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 authorities.

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

It shall be the responsibility of the Policyholder to satisfy himself and ensure that the payment of the Additional Premium does not adversely affect his entitlement or claim for tax benefits, if any, available or admissible under this Policy.

7.10. Nomination of beneficiary – Section 39 of Insurance Act, 1938, as amended from time to time

The Master Policyholder shall register the nomination of beneficiary, or any change of nomination of any beneficiaries, in his records. If the Master Policyholder provides authority to the Company to pay the benefits directly to the Insured Member's beneficiary(s), it is the responsibility of the Master Policyholder to advise the Company in writing of this request. The authority should include the beneficiary details as decided and agreed by the Master Policyholder and a statement of nomination signed by the Insured Member.

Every Insured Member shall nominate one or more person to be his beneficiary. If the beneficiary has died at the time that payment is to be made or cannot be reasonably located, then the payment shall be made to the Insured Member's legal heir.

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

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure 3 for reference]

7.11. Assignment – Section 38 of Insurance Act, 1938, as amended from time to time

The members and / or Master Policyholder cannot assign the Policy Account.

7.12. Loans

No loans are available under this Policy.

7.13. Endorsements

The terms and conditions of this Policy cannot be waived or changed except by endorsement approved and signed by the Company authorised officials.

7.14. Change of address

The Master Policyholder has to inform the Company of any change in their address in writing. This shall ensure that the Company correspondence reaches the Master Policyholder without delay.

7.15. Entire contract

This Policy comprises the terms and conditions set forth in this Policy document, Schedule 'A', and the endorsements, if any, made or applicable to this Policy, which shall form an integral part and the entire contract, evidenced by this Policy. The liability of RNLIC is at all times, subject to the terms and conditions of this Policy and the endorsements made from time to time.

This contract is entered into between Reliance Nippon Life Insurance Company Limited (the "Company") and the Master Policyholder named in Schedule 'A' to this Policy and sets forth the terms and conditions governing this Policy. The Policy is issued on the basis of the proposal and declaration from the proposer and on the express understanding that the said proposal and declaration and any statements made or referred to therein, shall be part and parcel of this Policy.

7.16. Non-participation in surplus or profits

This Policy does not confer any rights on the Master policyholder to participate in surplus or profits of RNLIC.

7.17. Stamp duty and Goods & Service tax

The premium rate quoted allows for the current level of stamp duty and other taxes payable. We may adjust our premium to pass on any increase in the cost of providing Cover under this Policy which arises from the imposition of any additional duties or taxes. The level of Goods & Services tax charge will be as per the rate of Goods & Service tax on the risk premium and rider premium, if any, declared by the government from time to time.

7.18. Tax benefits

Tax benefits under the policy will be as per the prevailing Income Tax laws. Tax laws are subject to amendments from time to time and interpretations. You are advised to consult a Tax expert.

7.19. Special provisions

Any special provisions, subject to which this Policy has been entered into, whether endorsed in the Policy, or in any separate instrument, shall be deemed to be part of the Policy and shall have effect accordingly.

This product is approved by the Regulatory Authority {Insurance Regulatory and Development Authority of India (IRDAI). The terms and conditions of this Policy is in accordance with the Insurance Act, 1938, Insurance Rules, 1939, IRDAI Regulations and other such relevant laws, rules, regulations, and guidelines, directives, circulars, clarifications including that of the Life Insurance Council of the Insurance Association of India constituted under the provisions of Sec 64-C of the Insurance Act, 1938, Governing Body of Insurance Council constituted under the Redressal of Public Grievances Rules, 1998, other such regulatory, statutory, administrative, judicial authority(s) and local customs, the terms of which shall be subject to change by virtue of any change/amendment(s) in such laws, rules, regulations, and guidelines, IRDAI, Life Insurance Council of the Insurance Association of India Governing Body of Insurance Council, other such regulatory, statutory, administrative, judicial authority(s) at all time. RNLIC reserves the right to review, revise, alter, amend or delete any of the terms and conditions of this Policy, including without limitation the Benefits, the fees other than those fees which are specifically stated to remain unchanged in this Policy, the method, manner and timing of levy or recovery of the fees with the approval of the Regulatory Authority, by notifying, in such manner as deemed fit, from time to time.

7.20. Notice of new Members and Members who cease to be a member of the group

The Master Policyholder will provide notice to RNLIC of new Members joining the Reliance Nippon Life Group Term Assurance Plan policy and of Members ceasing to be a member of the group for any reason.

7.21. Master Policyholder to share information with Reliance Nippon Life

The Master Policyholder must give us any information that we ask for (for the purposes of this Policy) about the employees that the Master Policyholder nominates and about any Insured Person, including, without limitation, information about any Insured Person who ceases to work full time.

7.22. Exclusions in respect of occupational hazard or travel

There are no exclusions in respect of occupational hazard or travel, other than any claim resulting directly or indirectly from:

- i. Racing or practicing racing of any kind other than on foot
- ii. Flying or attempting to fly in, or using or attempting to use an aerial device of any description, other than as a fare paying passenger on a recognized airline or charter service

7.23. Charges levied by the government in future

In future, the Company may decide to pass on any additional charges levied by the government or any statutory authority to the Master Policyholder. Whenever the company decides to pass on the additional charges to the Master Policyholder, the method of collection of these charges shall be informed to them.

7.24. Fraud Misstatement of a Material Fact and Forfeiture

In the event of a fraud the policy shall be cancelled immediately and all the premiums paid till date shall be forfeited, subject to fraud being established as per Section 45 of the Insurance Act, 1938. In the event of a misstatement or suppression of a material fact, not amounting to fraud, by the insured, the policy shall be declared "Null and Void" and premiums paid shall be refunded after deducting applicable charges, if any, subject to misstatement or suppression of fact being established, in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time. (Please refer to the simplified version of the provisions of Section 45 as mentioned in Annexure 4 for reference).

7.25. Recovery of additional expenses incurred on account of acts of policy holders:

RNLIC reserves the right to recover cheque bounce charges incurred by it from the policy holders, on account of cheque bounce of premium payment the by policy holders by requisitioning additional payments.

7.26. Electronic transaction

The Master Policyholder shall adhere to and comply with all such terms and conditions, as prescribed by RNLIC, from time to time and hereby agree and confirm that all transactions effected by, or through facilities, for effecting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of RNLIC, for and in respect of the Policy or its terms or RNLIC's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with RNLIC's terms and conditions for such facilities, as may be prescribed from time to time.

7.27. Notice under this Policy

Any of the notices required to be issued in terms of this Policy may be issued, either by issuing individual notices to the Master Policyholder, including by electronic mail and/or facsimile, or by issuing a general notice, including, by publishing such notices in newspapers and/or on RNLIC's website.

7.27.1. In the event the notice is sent by RNLIC

As per the details specified by the Master Policyholder in the Proposal Form/Change of Address intimation submitted by him. notices and instructions are sent through various modes such as electronic mail and/or facsimile, or by issuing a general notice, including by publishing such notices in newspapers and/or on RNLIC's website.

7.27.2. In the event the notice is sent by the Master Policyholder

Address: Reliance Nippon Life Customer Service

Reliance Nippon Life Insurance Company Limited H Block, 1st Floor, Dhirubhai Ambani Knowledge City

Navi Mumbai, Maharashtra 400710

India

Customer care number: 1800 102 1010 (Toll free)

Email: rnlife.customerservice@relianceada.com

7.28. Grievance redressal

If you are dissatisfied with any of our services, please feel free to contact us

Step 1: Call us between 9 am to 6 pm, Monday to Saturday on our Toll Free Number - 1800 102 1010 or E-mail: rnlife.customerservice@relianceada.com or

Step 2: Contact the customer service executive at your nearest branch of the Company or

Step3: Write to: Reliance Nippon Life Customer Care

Reliance Nippon Life Insurance Company Limited H Block, 1st Floor, Dhirubhai Ambani Knowledge City

Navi Mumbai, Maharashtra 400710, India

If your complaint is unresolved for more than 10 days,

Step 4: Please contact our Branch Manager, who is also the Local Grievance Redressal Officer at your nearest branch.

If you are still unhappy with the solution offered,

Step 5: Write to Head of Customer Care at rnlife.headcustomercare@relianceada.com or at the address mentioned above.

If you are still not happy with the solution offered,

Step 6: Write to our Grievance Redressal Officer, Head, Legal & Compliance at rnlife.gro@relianceada.com or at the address mentioned above.

While we expect to satisfactorily resolve your grievances, you may also at any time approach the Insurance Ombudsman. The detailed list of Ombudsman is provided in Annexure 1.

Procedure for registering complaint with IRDAI Grievance Call Centre (IGCC)

If you are not satisfied with the response or do not receive a response from us within 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: 1800 4254 732

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 Insurance Regulatory and Development Authority of India Sy No. 115/1, Financial District, Nanakramguda,Gachibowli, Hyderabad - 500 032

Dispute reconciliation

If the issues still remain unresolved, a further reference may be made to the Insurance Ombudsman in terms of Rule 12 & 13 of the Redressal of Public Grievance Rules, 1998 which relates to any partial or total repudiation of claims by RNLIC, any dispute in regard to the premium paid or payable in terms of the policy, any dispute on the legal construction of the policies in so far as such disputes relates to claims, delay in settlement of claims and non-issuance of any insurance document to customers after receipt of premium. On the above grounds, any person may himself or through his/her legal heirs, make a complaint in writing to the Insurance Ombudsman within whose jurisdiction the RNLIC branch is located.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information shall state clearly the name and address of the complainant, the name of the branch, the facts giving rise to the complaint supported by documents, if any, the nature and extent of the loss caused to the complainant, and the relief sought from the Ombudsman.

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

- i. Only if the grievance has been rejected by the grievance redressal machinery of the Insurer
- ii. Within a period of one year from the date of rejection of the insurer
- iii. If it is not simultaneously under any litigation

About Reliance Nippon Life Insurance Company Limited

Reliance Nippon Life Insurance is a licensed life insurance company registered with Insurance Regulatory & Development Authority of India (IRDAI) Registration No. 121.Reliance Nippon Life Insurance Company Limited offers you products that fulfil your savings and protection needs. Our aim is to emerge as a transnational Life Insurer of global scale and standard.

Reliance Nippon Life Insurance Company Limited Registration No: 121.

Reliance Nippon Life Insurance is a licensed Life Insurance Company registered with Insurance Regulatory & Development Authority of India (IRDAI), in accordance with provisions of the Insurance Act, 1938.

Registered Office: H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai, Maharashtra – 400710

Corporate Office: Reliance Centre, Off Western Express Highway, Santacruz East, Mumbai - 400 055 **TRADE LOGO**

Trade logo displayed above belongs to Anil Dhirubhai Ambani Ventures Private Limited & Nippon Life Insurance Company and used by Reliance Nippon Life Insurance Company Limited under license.

For more information or any grievance,

- 1. Call us between 9am to 6pm, Monday to Saturday on Toll Free Number 18001021010 or
- 2. Visit us at www.reliancenipponlife.com or
- 3. Email us at: rnlife.customerservice@relianceada.com.

UIN for Reliance Nippon Life Group Term Assurance Plan: 121N006V02

UIN for Reliance Nippon Life Group Accidental Total and Permanent Disablement Rider: 121B005V02

UIN for Reliance Nippon Life Group Accidental Additional Death Benefit Rider: 121B007V02

BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS

IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums. Public receiving such phone calls are requested to lodge a police complaint

Annexure 1

List of Insurance Ombudsmen

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2 nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@gbic.co.in	Karnataka.

BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- bimalokpalbhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.in	State of 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.:- 0172-2706196/5861 / 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:- bimalokpal.delhi@gbic.co.in	State of Delhi
ERNAKULAM	Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336	Kerala, Lakshadweep, Mahe-a part of Pondicherry

Policy document _Reliance Nippon Life Group Term Assurance \mbox{UIN} - 121N006V02

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	Email:- bimalokpal.ernakulum@gbic.co.in	
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@gbic.co.in	States of 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.:- 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam – a part of the Union Territory of Pondicherry .
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@gbic.co.in	State of Rajasthan.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and 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@gbic.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia,

		Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/889 Fax:- 022-26106052 Email:- bimalokpal.mumbai@gbic.co.in	States of 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, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@gbic.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh:. Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- bimalokpal.patna@gbic.co.in	States of Bihar and Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320 Email:- bimalokpal.pune@gbic.co.ir	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Annexure 2

Contact details

Registered Office:

Reliance Nippon Life Insurance Company Limited

H- Block, 1st Floor

Dhirubai Ambani Knowledge City

Navi Mumbai

Maharashtra-400710

 $\textbf{Corporate Office:} \ Reliance \ Centre, \ Off \ Western \ Express \ Highway, \ Santacruz \ East, \ Mumbai - 400$

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Annexure 3: Section 39, Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

- 1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 3. Nomination can be made at any time before the maturity of the policy.
- 4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

- 14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after 26.12.2014 the date when insurance law was amended.
- 16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of all the subsections of section 39 of the Insurance Act, 1938and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 39 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]

Annexure 4: Section 45, Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

- 1. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy whichever is later.
- 2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy

whichever is later.

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

- 3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.
- 4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or

nominee or assignees of insured, within a period of 90 days from the date of repudiation. However, the payment will be as per IRDAI direction/Regulation/Circular from time to time.

- 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
- 9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of all the subsection of the Section 45 of the Insurance Act, 1938, only a simplified version prepared for general information. Policy Holders are advised to refer to Original Section 45 of the Insurance Act, 1938, as amended from time to time, for complete and accurate details.]