2. PART B

Tata AIA Life Insurance Saral Jeevan Bima is a Non-Linked, Non-Participating Individual Pure Risk Premium Life Insurance Plan.

2.1. Basic Definitions

The definitions of terms/words used in the Policy Document are as under:

1. **"Accident"** means sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **"Age" i**s the age of the Life Assured on the last birthday at the time of commencement of the policy.
3. **"Annualized Premium"** is the total amount of premium payable in a policy year under a non-single pay option chosen by the policyholder, excluding taxes, discounts, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
4. **"Appointee"** is the person to whom the proceeds/benefits secured under the Policy are payable if the benefit becomes payable to the nominee and nominee is minor as on the date of claim payment.
5. **"Assignee"** is the person to whom the rights and benefits are transferred by virtue of an Assignment.
6. **"Assignment"** is the process of transferring the rights and benefits to an "Assignee," in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.
7. **"Assignor"** means the person who transfers the rights of the life insurance policy to the Assignee.
8. **"Base Policy"** is that part of the Policy referring to basic benefit (benefits referred to in this Policy Document excluding benefits covered under Rider(s), if opted for).
9. **"Basic Sum Assured"** means the amount specified in the Schedule as opted by the Policyholder at the time of taking the Policy.
10. **"Beneficiary/ Claimant"** means the person who is entitled to receive benefits under this Policy. The Beneficiary may be Life Assured or Policyholder or his Assignee or Nominees or proved Executors or Administrators or other Legal Representatives as the case may be.
11. **"Business Day"** or **"Working Day"** means the day on which the offices of the Company remain open for transactions with the public at the place where the concerned transaction is to be carried out.
12. **"Company", "We", "Us", "Our"** or **"Insurer"** means Tata AIA Life Insurance Company Limited.
13. **"Date of commencement of policy"** is the start date of this Policy.
14. **"Date of commencement of risk"** is the date on which the Company accepts the risk for insurance (cover) as evidenced in the schedule of the Policy.
15. **"Date of issuance of Policy"** means the date as specified in the Policy schedule.
16. **"Date of Maturity"** means the date specified in the Schedule on which the Policy Term is completed.
17. **"Death Benefit"** means the benefit, agreed at the commencement of the contract, and means the amount as specified in the Policy bond and is payable on death of Life Assured as per the terms and conditions of the Policy.
18. **"Discharge form"** is the form to be filled by Policyholder/claimant to claim the death benefit/refund under the Policy.
19. **"Due Date (applicable in case of Regular Premium / Limited Premium payment)"** means a fixed date on which the policy premium is due and payable by the Policyholder.
20. **"Endorsement"** means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.
21. **"Free Look Period"** is the period of 30 days from the date of receipt of the Policy Document by the Policyholder to review the terms and conditions of this policy and where the Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this policy as detailed in Clause 4.2 of Part D of this Policy Document.
22. **"Grace Period"** is the time granted by the insurer from the due date for the payment of Premium, without any penalty/ late fee, during which time the policy is considered to be inforce with the insurance cover without any interruption as per the terms of the policy.
23. **"Inforce policy"** means a policy in which all the due premiums have been paid and the premiums are not outstanding.
24. **"IRDAI/ IRDA of India / Authority"** means Insurance Regulatory and Development Authority of India.
25. **"Lapse"** is the status of the Policy when due premium is not paid within the grace period and the benefits under the Policy will cease from the date of such unpaid premium.
26. **"Life Assured"** is the person on whose life the insurance cover has been accepted.
27. **"Material information"** is the information already known to the Life Assured at the time of applying for Life Insurance, which has a bearing on underwriting of the proposal /Policy submitted.
28. **"Nomination"** is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
29. **"Nominee(s)"** means the person(s) nominated by the Policyholder (who is also the Life Assured) under this Policy who is(are) authorised to receive the claim benefit payable under this Policy.
30. **"Non-Participating"** means the Policy is not eligible for share of profit depending upon the Company's experience.
31. **"Policy Anniversary"** means one year from the date of commencement of the Policy and the same date falling each year thereafter, till the date of maturity.
32. **"Policy Cancellation"** means complete withdrawal or termination of the entire policy before the stipulated date of maturity.
33. **"Policy Cancellation Value"** means an amount, if any, that becomes payable in case of cancellation in accordance with the terms and conditions of this policy.
34. **"Policy/ Policy Document"** means this contract of insurance entered into between You and Us as evidenced by this document, the Proposal Form, the Policy Schedule and any additional information/document(s) provided to Us in respect of the Proposal Form along with any written instructions from You subject to Our acceptance of the same and any endorsement issued by Us.
35. **"Policyholder"** is the legal owner of this policy.
36. **"Policy term"** is the period, in years, as chosen by the Policyholder and mentioned in the Schedule, commencing from the Date of commencement of policy to the date of Maturity.
37. **"Policy year"** is the period between two consecutive policy anniversaries. This period includes the first day and excludes the next policy anniversary day.
38. **"Premium"** is the contractual amount payable by the Policyholder at specified times periodically as mentioned in the schedule of this Policy Document to secure the benefits under the policy. The premium payable will be "Total Single / Instalment Premium" which includes single / instalment Premium for Base Policy and instalment Premium for Rider(s), if rider(s) has/have been opted for. The term 'Premium' used anywhere in this Policy Document does not include any taxes which are payable separately.
39. **"Premium paying term"** means the period, in years, during which premium is payable.
40. **"Proposer"** is a person who proposes the life insurance proposal.
41. **"Revival of a policy"** means restoration of a lapsed policy which was discontinued due to the non-payment of premium, by the insurer with all the benefits mentioned in the policy document, with or without rider benefits if any, upon the receipt of all the premiums due and other charges/late fee, if any, as per the terms and conditions of the policy, upon being satisfied as to the continued insurability of the insured/ Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the then existing Board Approved Underwriting Policy of the Company.
42. **"Revival Period"** means the period of five consecutive years from the due date of first unpaid premium or as is allowed under applicable Product Regulations, during which period the Policyholder is entitled to revive the policy which was discontinued due to the non-payment of premium.
43. **"Rider"** is an add-on benefit which the Proposer has purchased separately in addition to basic benefits as specified under this Policy Document.
44. **"Rider Premium"** is the premium payable by the Policyholder which is in addition to the premium paid under Base Policy towards the additional cover/benefit opted under the rider, if opted.
45. **"Rider Sum Assured"** is the assured amount payable on happening of a specified event covered under the rider, if opted.
46. **"Sum Assured on Death"** is the life insurance cover opted by the Proposer and is the absolute amount of benefit which is guaranteed to become payable on death of the life assured in accordance with the terms and conditions of the policy, as mentioned in Condition 1 (a) of Part C of this Policy Document.
47. **"Surrender"** means complete withdrawal / termination of the entire policy before maturity.

48. **"Surrender value"** means an amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of this policy.
49. **"Total Premiums Paid"** means total of all the premiums paid under the base product, excluding any extra premium and taxes, if collected explicitly.
50. **"Waiting Period"** means a period of 45 (forty-five) days from the Date of Commencement of Risk. In case of revival of Policy, the Waiting period shall not be applicable.

Interpretation:

Whenever the context requires, the masculine form shall apply to feminine and singular terms shall include the plural.

3. PART C - BENEFITS

3.1. The following are the benefits under the Policy:

3.1.1 Death Benefit:

i. On death of the Life Assured during the Waiting Period and provided the Policy is in force, the Death Benefit amount payable as a lump sum is:
   1) In case of Accidental Death, for regular premium or limited premium payment policy, equal to Sum Assured on Death which is the highest of:
      (a) 10 times the Annualized Premium, or
      (b) 105% of Total Premiums Paid as on the date of death, or
      (c) Absolute amount assured to be paid on death.
   2) In case of Accidental Death, for single premium policy, equal to Sum Assured on Death which is the higher of:
      (a) 125% of Single premium or
      (b) Absolute amount assured to be paid on death.
   3) In case of death due to other than Accident, the Death Benefit is equal to 100% of Total Premiums Paid.

ii. On death of the Life Assured after the expiry of Waiting Period but before the stipulated date of maturity and provided the Policy is in force, the Death Benefit amount payable as a lump sum is:
   1) For Regular premium or Limited premium payment policy, "Sum Assured on Death" which is the highest of:
      a) 10 times of Annualized Premium; or
      b) 105% of Total Premiums Paid as on the date of death; or
      c) Absolute amount assured to be paid on death.
   2) For Single premium policy, "Sum Assured on Death" which is the higher of:
      a) 125% of Single Premium or
      b) Absolute amount assured to be paid on death.

Premiums referred above shall not include any extra amount chargeable under the Policy due to underwriting decision and rider premium(s), if any.

Absolute amount assured to be paid on death shall be an amount equal to Basic Sum Assured.

3.1.2 Maturity Benefit:

No Maturity Benefit shall be payable on the Life Assured surviving the stipulated Date of Maturity.

3.1.3 Rider Benefits:

The following benefit options under Tata AIA Life Insurance Non-Linked Comprehensive Protection Rider (UIN:110B033V01 or any later version as per the regulatory norms) are available with this plan:

1. Accidental Death Benefit (ADB); and/or
2. Accidental Total and Permanent Disability Benefit (ATPD)

Conditions of the above rider, if opted, are enclosed as endorsement to this Policy.

3.2. PAYMENT OF PREMIUMS (Applicable in case of Limited and Regular Premium payment policies only):

a) The Policyholder has to pay the Premium on or before the due dates as specified in the Schedule of this Policy Document along with applicable taxes, if any.

b) In case of death of Life Assured under an inforce policy wherein all the premiums due till the date of death have been paid and where the mode of payment of premium is other than yearly, balance premium(s), if any, falling due from the date of death and before the next policy anniversary shall be deducted from the claim amount.

The Company does not have any obligation to issue a notice that premium is due or for the amount that is due.

3.3. GRACE PERIOD (Applicable in case of Limited and Regular Premium payment policies only):

A grace period of 30 days where the mode of payment of Premium is yearly or half yearly and 15 days in case of monthly, is allowed for the payment of each renewal Premium. If the premium is not paid before the expiry of the days of grace, the Policy lapses.

If the death of the Life Assured occurs within the grace period but before the payment of the premium then due, the policy will still be valid and the benefits shall be paid after deductions of the said unpaid premium as also the balance premium(s), if any, falling due from the date of death and before the next policy anniversary.

The above grace period will also apply to rider premiums which are payable along with Premium for base Policy.

4. PART D – CONDITIONS RELATED TO SERVICING ASPECTS

4.1. PROOF OF AGE:

The premiums under the Policy are calculated based on the age of the Life Assured as declared in the Proposal.

If the Age of the life assured has been misstated and if the correct Age of the Life Assured makes the Life Assured ineligible for this Policy, the Company may offer a suitable plan as per the then existing underwriting norms. If the life assured does not wish to opt for the alternative plan or if it is not possible for the Company to grant any other plan, then the Policy shall be cancelled and the premiums paid shall be refunded without interest, subject to deduction of stamp duty paid and the cost of medicals, if any. The Policy will terminate on the said payment.

If the correct Age of the Life Assured makes the Life Assured eligible for this Policy, revised Premium depending upon the Correct Age will be payable. Difference of premium from inception will be collected with interest, if age declared is higher and excess premium collected will be refunded without interest, if age is found to be lower.

The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.

4.2. FREE LOOK PERIOD

a) This is an option to review the Policy following receipt of Policy Document. The Policyholder has a free look period of 30 days from the date of receipt of the Policy Document, to review the terms and conditions of the Policy and where the Policyholder disagrees to any of those terms and conditions, the Policyholder has the option to return the Policy to the Company for cancellation, stating the reasons for his objection, then the Policyholder shall be entitled to a refund of the Premium paid subject only to the deduction of a proportionate risk Premium for the period of cover and expenses incurred by the Company on medical examination of the proposer and stamp duty charges.
b) A request received by the Company for free look cancellation of the Policy shall be processed and Premium refunded within 7 days of receipt of the request, as stated vide (a) above.
c) The Policy shall terminate on payment of this amount and all rights, benefits and interests under this Policy will stand extinguished.

4.3. FORFEITURE PROVISIONS:

a) In case of Regular Premium and Limited Premium payment policies, if the premium has not been paid in respect of this policy and any subsequent premium be not duly paid, all the benefits shall cease after the expiry of grace period from the date of first unpaid premium and nothing shall be payable (except Policy Cancellation Value, if any), and the premiums paid till then are also not refundable.

b) Forfeiture in Certain Other Events: In case any condition herein contained or endorsed hereon be contravened or in case it is found that any untrue or incorrect statement is contained in the proposal, personal statement, declaration and connected documents or any material information is withheld, then and in every such case this policy shall be void and all claims to any benefit by virtue hereof shall be subject to the provisions of Section 45 of the Insurance Act , 1938, as amended from time to time.

4.4. REVIVAL OF LAPSED POLICY (Applicable for Regular and Limited Premium policies):

a) If the Policy has lapsed due to non-payment of due premium within the days of grace, it may be revived during the life time of the Life Assured, but within the Revival Period and before the Date of Maturity, as the case may be, on payment of all the arrears of premium(s) together with interest at a rate which shall be determined as follows: The applicable interest rate for revival is determined using the SBI domestic term deposit rate for '1 year to less than 2 years', plus 2%. The interest rate applicable is reviewed every six months and gets updated as per the given formula. The simple interest rate applicable as on 1st April 2024, is 8.98% p.a. [i.e. SBI interest rate of 6.98% (which rate may be revised from time to time) + 2%]. Any change in the basis of determination of interest rate shall be done only after prior approval of the Authority.

b) In addition to the arrears of premium with interest, proof of continued insurability may be required for revival of the discontinued policy. The Company, however, reserves the right to accept at original terms, accept with modified terms or decline the revival of a discontinued policy. The revival of the discontinued policy shall take effect only after the same is approved by the Company and is specifically communicated to the Policyholder.

c) If a lapsed policy is not revived within the Revival Period but before the Date of Maturity, the policy will automatically terminate. In case of Regular Premium policies, nothing shall be payable. However, in case of Limited Premium Payment policies, the amount as payable in case of surrender shall be refunded and the policy will terminate.

d) Revival of Rider, if opted for, will only be considered along with the revival of the Base Policy and not in isolation.

4.5. SURRENDER:

Surrender value is not applicable under this Policy.

4.6. POLICY CANCELLATION VALUE:

Policy Cancellation Value shall be payable:

a) upon the Policyholder applying for the same before the stipulated date of maturity in case of Single Premium Policy; or

b) upon the Policyholder applying for the same before the stipulated date of maturity or at the end of revival period if the policy is not revived, in case of Limited Premium Payment Policies.

c) The amount payable shall be as follows:

i. Single Premium Policies:

The Policy Cancellation Value acquires immediately after receipt of Single Premium and is calculated as follows:

$$70\%\ X\ Single\ Premium\ Paid\ X\ \frac{Unexpired\ Policy\ Term}{Original\ Policy\ Term}$$

Single Premium shall be inclusive of extra premium, if any.

ii. Limited Premium Payment Term: 5 years or 10 years:

The Policy Cancellation Value acquires if at least two (2) consecutive full years' premiums are paid and is calculated as follows:

$$70\%\ X\ Single\ Premium\ Paid\ X\ \frac{Unexpired\ Policy\ Term}{Original\ Policy\ Term}$$

Total Premiums Paid shall be inclusive of extra premiums, if any.

d) No policy cancellation value shall be payable in respect of regular premium policies.

4.7. POLICY LOAN:

No loan will be available under this policy.

4.8. TERMINATION OF POLICY:

The policy shall immediately and automatically terminate on the earliest occurrence of any of the following events:

a) The date on which death benefit becomes payable; or

b) The date on which refund, if applicable, is settled, in case of cancellation of Policy; or

c) The date of maturity; or

d) On expiry of Revival Period, if the Policy has not been revived; or

e) On payment of free look cancellation amount.

5. PART E

Not Applicable.

6. PART F – GENERAL CONDITIONS

6.1. ASSIGNMENT

Assignment is allowed under this plan as per section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are contained in Annexure 1 of this Policy Document. The notice of assignment should be submitted for registration to the office of the Company, where the policy is serviced.

6.2. NOMINATION:

Nomination by the holder of a policy of life assurance on his/her own life is allowed as per Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are contained in Annexure 2 of this Policy Document. The notice of nomination or change of nomination should be submitted for registration to the office of the Company, where the policy is serviced. In registering nomination, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

6.3. SECTION 45 OF THE INSURANCE ACT 1938:

The provisions of Section 45 of the Insurance Act 1938, as amended from time to time, shall be applicable. The current provisions are contained in Annexure 3 of this policy document.

6.4. SUICIDE EXCLUSION:

a) Under Regular/Limited Premium Policy:

This policy shall be void if the Life Assured commits suicide at any time within 12 months from the date of commencement of risk, provided the policy is in force or within 12 months from the date of revival and the Company will not entertain any claim except for 80% of the premiums paid (excluding any extra amount if charged under the policy due to underwriting decisions, taxes and rider premiums, if any) till the date of death.

This clause shall not be applicable for a lapsed policy as nothing is payable under such policies.

b) Under Single Premium Policy:

This policy shall be void if the Life assured commits suicide at any time within 12 months from the date of commencement of risk and the Company will not entertain any claim except 90 % of the Single Premium paid excluding any extra amount if charged under the policy due to underwriting decisions and rider premiums, if any.

6.5. TAX:

Statutory Taxes, if any, imposed on such insurance plans by the Government of India or any other constitutional tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.

The amount of applicable taxes as per the prevailing rates, shall be payable by the Policyholder on premiums (for base policy and rider, if any) including extra amount if charged under the policy due to underwriting decisions, which shall be collected separately over and above in addition to the premiums payable by the Policyholder.

The amount of tax paid shall not be considered for the calculation of benefits payable under the plan.
The tax benefits, if any, would be as per the prevailing provisions of the tax laws in India. The Policyholder or the nominee shall be liable for compliance of applicable tax provisions.

6.6. CLAIMS REQUIREMENTS:

6.6.1 Death Claims Requirements

Type of Claim	Requirement
Death (All causes of death other than the Accidental Death)	1) Claimant Statement 2) Copy of Death Certificate issued by a local Municipal Authority 3) Original Policy Document 4) Copy of Claimant's Photo Identification Proof & Current Address Proof (List of acceptable photo ID and Address proofs) 5) Cancelled cheque with name and account number printed or cancelled cheque with copy of Bank Passbook / Bank Statement 6) If no nomination - Proof of legal title to the claim proceeds (e.g., legal succession paper) Additional documents required on basis of cause of death. Medical/Natural death: 1) Attending Physician's Statement 2) Medical Records* (Admission Notes, Discharge/Death Summary, Indoor Case Papers, Test Reports etc.) #
In case of an unnatural death (to be submitted in addition to the above)	1) Copy of the First Information Report (FIR) or Panchanama/Police complaint/Inquest# 2) Copy of Postmortem report (PMR)/Autopsy and Viscera report# 3) Copy of the Final Police Investigation report (FPIR)/Charge sheet#

#Medical records shall be required if Life Assured was in hospital at the time of death or any time prior to the date of death.

Please submit copies of the following documents certified / attested by the issuing authority. (Original Seen Verified (OSV) by Branch Personnel will also be accepted) –

- All Police papers – Panchnama, Inquest, First Information Report and Final Investigation Report.
- Medical Records (Admission Notes, Discharge/Death Summary, Indoor Case Papers, Test Reports etc.).
- Postmortem report (Autopsy report) & Chemical Viscera report (certified by Police / Magistrate / Court will also be accepted)

Copies of the other documents to be submitted by self-attestation of the Claimant.

Note-

- In case the claim warrants any additional requirement, We reserve the right to call for the same.
- Notification of claim & submission of the claim requirements does not mean admission of the claim liability by the Company.
- No agent is authorized to admit any liabilities on behalf of the Company, nor to alter this list of documents or any claims requirements called for by the Company.

In case of exceptional circumstances/Force majeure events, the Company will consider making claim payment subject to its own internal investigation and submission of satisfactory proof that the required documents could not be produced during the time of claim by the Claimant.

Policy Cancellation: In case of cancellation of the policy, the Policyholder shall submit the discharge form along with the original policy document, NEFT mandate from the claimant for direct credit of the claim amount to the bank account.

In addition to above, any requirement mandated under any statutory provision or as may be required as per law shall also be required to be submitted.

6.7. Claims Intimation Process

Please inform the company immediately upon occurrence of death. Mentioned below is a list of various mediums through which you can contact us.

a) Online claim intimation at https://www.tataaia.com/premium-payment/claim-authentication.html
b) Email - Claims@tataaia.com
c) Call our helpline number 1-860-266-9966 (Call charges apply)
d) Walk into any of the Company branch office
e) Write directly to us on following address:

Claims Department:
Tata AIA Life Insurance Company Limited
9th Floor, B - Wing, I-Think Techno Campus (Lodha)
Behind TCS, Pokhran Road No.2,
Thane (West), Mumbai - 400 607

6.8. ISSUANCE OF DUPLICATE POLICY:

The Policyholder can make an application for duplicate Policy on payment of ₹ 250/- upon loss of policy document along with other requirements as may be prescribed by the Company.

6.9. JURISDICTION:

The Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.

6.10. LEGISLATIVE CHANGES:

The Terms and Conditions including the premiums and benefits payable under this policy are subject to variation in accordance with the applicable laws and regulations.

7. PART G: POLICY SERVICING AND GRIEVANCE HANDLING MECHANISM

7.1. 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 1-860-266-9966 (Call 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 on the following address:
  Tata AIA Life Insurance Company Limited
  9th Floor, B - Wing, I-Think Techno Campus,
  Behind TCS (Lodha), Pokhran Road No.2,
  Thane (West), Mumbai – 400 607

7.2. GRIEVANCE REDRESSAL PROCEDURE

7.2.1 Resolution of Grievances

Customers can register their grievances through Multiple Service Avenues:

- Call our helpline number **1-860-266-9966** (Call charges apply)
- Email us at life.complaints@tataaia.com
- Login to online Policy account on www.tataaia.com
- Visit any of the nearest Tata AIA Life branches or CAMS Service Centers
- Contact your Tata AIA Life Agent / Distributor
- Write to us on the following address:
  Customer Service Department
  Tata AIA Life Insurance Company Ltd.,
  9th Floor, B - Wing, I-Think Techno Campus,
  Behind TCS (Lodha), Pokhran Road No.2,
  Thane (West), Mumbai – 400 607

- We shall acknowledge a customer's grievance immediately through SMS/ email wherever available, along with the information on the turn-around-time to resolve the complaint.
- We shall provide the customer with an equitable resolution within 14 (fourteen) days of receipt of the grievance.
- In case customer wishes to contact us during the course of the assessment, they can contact us at any of the above-mentioned touch points.
- A complaint/grievance shall be considered as resolved where the Policyholder has not responded to the Company within 8 (eight) weeks of the Company's written response.
- All Tata AIA Life branches have a Grievance Redressal Officer who can be contacted for any support during the grievance redressal process.

7.2.2 Escalation Mechanism

In case the customers is not satisfied with the resolution provided by the Company, or has not received any response within the stipulated timelines, they may contact the following officials for resolution:

- Level of Escalation: Grievance Redressal Officer (GRO) - A senior member at corporate office of the Company shall be designated as the GRO.

For escalations, customers can email to GRO@tataaia.com or write to:
Grievance Redressal Officer (GRO)
Tata AIA Life Insurance Company Limited,
9th Floor, B - Wing, I-Think Techno Campus,
Behind TCS (Lodha),
Thane (West), Mumbai – 400 607

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 does not receive a response from the Company within 14 (fourteen) days, then the customer may approach the Grievance Cell of IRDAI through any of the following modes:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255 / 1800 4254 732
- Email ID: complaints@irdai.gov.in
- You can also register Your complaint online at Bima Bharosa System - https://bimabharosa.irdai.gov.in
- Address for sending the complaint by 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.

7.3. 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:

a) Delay in settlement of claim
b) Partial or total rejection of claim
c) Dispute with regard to premium
d) Misrepresentation of Policy terms and conditions
e) Legal construction of the Policy in so far as dispute relates to claim
f) Grievance relating to Policy servicing
g) Issuance of Policy which is not in conformity with proposal form
h) Non- issuance of Your insurance document and
i) 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 A.**

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 30 (thirty) days after the Insurer received his representation irrespective of the complaint lying in different stages of the grievance redressal process; or
- the complainant is not satisfied with the reply given to him by the insurer; or
- if it is not simultaneously under any litigation.

ANNEXURE - A

DETAILS OF EXISTING OFFICES OF INSURANCE OMBUDSMAN

AHMEDABAD - Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079-25501201/02, Email: bimalokpal.ahmedabad@cioins.co.in (Jurisdiction: 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@cioins.co.in (Jurisdiction: Karnataka). **BHOPAL -** Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha" 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462011 Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in (Jurisdiction: Madhya Pradesh, Chhattisgarh). **BHUBANESHWAR -** Office of the Insurance Ombudsman, 62, Forest park, Bhubneswar – 751 009. Tel.: 0674 - 2596461 /2596455, Email: bimalokpal.bhubaneswar@cioins.co.in (Jurisdiction: Odisha). **CHANDIGARH -** Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17A, Chandigarh – 160017, Tel.: 0172 - 2706468 Email: bimalokpal.chandigarh@cioins.co.in (Jurisdiction: Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh). **CHENNAI** - Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678, Email: bimalokpal.chennai@cioins.co.in, (Jurisdiction: Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)). **DELHI** - Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539, Email: bimalokpal.delhi@cioins.co.in, (Jurisdiction: Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh). **GUWAHATI -** Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204/ 2602205, Email: bimalokpal.guwahati@cioins.co.in (Jurisdiction: 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 - 23312122, Email: bimalokpal.hyderabad@cioins.co.in (Jurisdiction: Andhra Pradesh, Telangana, Yanam and part of Territory of Puducherry). **JAIPUR -** Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 / 2740798, Email: Bimalokpal.jaipur@cioins.co.in (Jurisdiction: Rajasthan). **KOCHI -** Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi – 682011, Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in (Jurisdiction: Kerala, Lakshadweep, Mahe-a part of Puducherry). **KOLKATA -** Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341, Email: bimalokpal.kolkata@cioins.co.in (Jurisdiction: 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 - 4002082/3500613, Email: bimalokpal.lucknow@cioins.co.in (Jurisdiction: Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar). **MUMBAI -** Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 – 69038800/27/29/31/32/33 , Email: bimalokpal.mumbai@cioins.co.in (Jurisdiction: Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)). **NOIDA -** Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253. Email: bimalokpal.noida@cioins.co.in (Jurisdiction: State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur). **PATNA** - 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in (Jurisdiction: 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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in (Jurisdiction: Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)).

For further information or latest updated list of Ombudsman Office addresses, kindly visit the IRDA of India website http://www.policyholder.gov.in - Ombudsman / List of Insurance Ombudsmen OR our website www.tataaia.com

ANNEXURE - 1

SECTION 38 - ASSIGNMENT AND TRANSFER OF INSURANCE POLICIES

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015.The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
    a. not bonafide or
    b. not in the interest of the Policyholder or
    c. not in public interest or
    d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
    a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
    b. where the transfer or assignment is made upon condition that
        i. the proceeds under the policy shall become payable to Policyholder or nominee(s) in the event of assignee or transferee dying before the Life Assured OR
        ii. the Life Assured surviving the term of the policy

    Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
    a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
    b. may institute any proceedings in relation to the policy
    c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

[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 - 2

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:

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 Life Assured 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 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

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:

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 Life Assured 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 Life Assured 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 Life Assured does not believe to be true;
   b. The active concealment of a fact by the Life Assured 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 Life Assured 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 Life Assured/ 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 Life Assured 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 Life Assured 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 Life Assured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of amendments 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.]