

**Canara HSBC Oriental Bank of Commerce Life Insurance Group Secure
UIN – 136N024V03**

TERMS AND CONDITIONS

Introduction

This Master Policy document evidences a legal contract between the Master Policyholder and Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited which has been concluded on the basis of the Master Proposal Form and other documents evidencing insurability of the Insured Members. This is a Group Traditional Plan which enables the Insured Member/Nominee/Legal heirs to receive benefits in case of death and/or Total and Permanent Disability of the Insured Member. The Master Policy does not confer a right on the Master Policyholder/Insured Member to participate/share the profits or surplus of the business of the Company.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

Act means the Insurance Act, 1938;

Accident means an event resulting solely from sudden, unexpected, violent external force, independently of any other cause;

Accidental Injury means bodily injury of the insured caused solely, directly and independently of any other intervening causes from an accident (i.e. a traumatic event of violent, unexpected, external and visible nature);

Age means age at last birthday;

Authority means the Insurance Regulatory and Development Authority or such other Authority or Authorities, as may be designated under the applicable laws and regulations as having Authority to oversee and regulate Life Insurance Business in India, or any other area that has an impact on the business of life insurance;

Benefit means the benefit as defined in Clause 3 hereto which is payable by the Company upon happening of the Insured Event subject to the Clauses 6 and 12.4 of this Master Policy;

Certificate of Insurance means the certificate issued to the Insured Member by the Company under this Master Policy mentioning inter alia the Benefit, Age, Premium, Risk Commencement Date, Cover End Date, Sum Assured, Sum Assured Schedule (if applicable), important Terms & Conditions, process for claims etc in respect of this Master Policy. The Certificate of Insurance shall include the Schedule containing the Sum Assured payable on the happening of Insured Event;

Claimant means the Master Policyholder or the Nominee or the Insured Member who is entitled to prefer a claim for the Insured Event Benefit under the Master Policy as per Clause 6 hereof;

Company means Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, a company incorporated under the provisions of the Companies Act, 1956 and carrying on the business of life insurance;

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

Insurance Cover means the risk cover under this Master Policy, issued to an Insured Member as per the coverage options chosen by the Insured Member mentioned in the Certificate of Insurance.

Insured Event means either the Death Benefit and/or Total and Permanent Disability benefit as opted by the Insured Member under this Master Policy.

Insured Member means any person who satisfies the eligibility criteria as mentioned in Clause 2 hereof and who has entered into a Loan Agreement with the Master Policyholder (either singly or jointly with co-borrower/s) and to whom, a Certificate of Insurance has been issued (singly or jointly with co-borrower/s) by the Company;

Loan Agreement means the agreement executed between each Insured Member and the Master Policyholder specifying the terms & conditions along with applicable document(s) pursuant to which the Master Policyholder has granted a loan to the Insured Member;

Level Cover means the Insurance Cover wherein the Sum Assured shall remain unchanged till Cover End date.

Loan means an arrangement between the Insured Member and Master Policyholder wherein the Master Policyholder had given money to the Insured Member, and the Insured has agreed to the repay the money, along with interest (if applicable), at some future point(s) in time. The type of Loan may include Home Loan ("Home Loan"), Loan Against Property ("LAP"), Educational loan ("Educational Loan"), 4 Wheeler/2 Wheeler/Commercial Vehicle Loan ("Vehicle Loan"), Personal loan ("Personal Loan") and Business Loan ("Business Loan").

Master Policy means this **Canara HSBC Oriental Bank of Commerce Life Insurance Group Secure** life insurance Policy, comprising these terms and conditions, the Master Policy Schedule, Annexure, endorsements including other correspondence issued by the Company, all of which shall form an integral part of this Policy;

Master Policy Commencement Date means the date of commencement of the Master Policy as specified in the Master Policy Schedule;

Master Policy Schedule means the schedule attached to and forming part of this Master Policy;

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

Master Proposal Form means the proposal form containing details about the Master Policyholder filled and submitted by the Master Policyholder to the Company, pursuant to and on the basis of which the Company has issued this Master Policy;

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

Moratorium Period means the period wherein the Insured Member is not required to pay any monthly installment towards the loan availed by the Insured Member from the Master Policyholder for a fixed duration. For loans with a moratorium period, the cover term will also include the moratorium period

and during the moratorium period the cover may be constant or increasing as agreed with the Master Policyholder.

Nominee means the person or persons appointed by the Insured Member under Section 39 of the Act to receive the Benefits, if payable, in the event of death of the Insured Member subject to terms and conditions of this Master Policy;

Premium means the premium specified as such in the Certificate of Insurance and payable by the Insured Member and includes "Single Premium", "Limited Premium" and regular Premium" as defined in Clause 7 of this Master Policy.

Premium Payment Mode means Yearly/Half-yearly/Quarterly/Monthly mode of premium payment that is permitted under the Regular & Limited Pay options through Electronic Clearing Scheme (ECS).

Reducing Cover means the Sum Assured which shall reduce as per Sum Assured Schedule mentioned in the Certificate of Insurance.

Revival Period means the period of two (2) years commencing from the due date of the first unpaid Premium under this Policy during which the Insured Member may apply to the Company for revival of this Policy subject to clause 10.

Register of Insured Members means a register maintained by the Company or the Master Policyholder containing details of each Insured Member, including but not limited to name, age, gender, Sum Assured in respect of that Insured Member, Risk Commencement Date, Cover End Date, unique number of Certificate of Insurance and any special conditions applicable to the Insured Member ;

Regulations means the laws and regulations in effect from time to time and applicable to this Master Policy, including without limitation the regulations and directions issued by the Authority from time to time including re-enactments and/or amendments to such laws and regulations;

Risk Commencement Date means the date mentioned as such in Certificate of Insurance on which date Insurance Cover commences in respect of a particular Insured Member.

Sum Assured means the amount payable by the Company on the happening of the Insured Event as specified in the Certificate of Insurance under this Master Policy.

Surrender shall have the meaning ascribed to it in Clause 9 hereunder;

Surrender Value means the value as defined in Clause 9 hereunder.

1.2. Interpretation

This Master Policy is divided into numbered clauses for ease of reference and reading. Except as stated, these divisions and the corresponding clause headings do not limit the Master Policy or its interpretation in any way. Unless the context requires otherwise, words of one gender shall include the other gender and the singular shall include the plural and vice versa and references to any statute include subsequent changes to that statute.

2. ELIGIBILITY CRITERIA FOR AN INSURED MEMBER

- 2.1. A person shall be eligible to become an Insured Member if such person fulfills all the conditions specified below:
- (i) is a natural person; and
 - (ii) is between 18 and 64 years of Age on the Risk Commencement Date except Education Loan wherein the age of the Insured Member can be from 12 years to 64 years,
 - (iii) for TPD the minimum entry age is 18 years; and
 - (iv) shall not be more than 69 years of Age on the Cover End Date; and
 - (v) has availed of a loan from the Master Policyholder; and
 - (vi) has fulfilled the underwriting requirements as prescribed by the company.
- 2.2. In case of Insurance Cover issued on a joint borrower basis, the following options are available to the borrower:
- 2.2.1 Joint basis: Each of the joint borrowers will be insured for 100% of the Sum Assured.
- 2.2.2 Loan share basis: The Sum Assured will be split between the joint borrowers in the ratio of the loan as stated in the Membership Form.
- 2.3. If the loan is jointly availed the co-borrowers shall individually satisfy the eligibility criteria as mentioned in Clause 2.1 to become Insured Members. If any one borrower does not satisfy the eligibility criteria mentioned in this Clause 2.1, the Company may at its discretion only admit the other(s) to the Master Policy and provide Insurance Cover to such eligible person(s).
- 2.4. The Company shall have the sole and absolute discretion to determine whether the particular person satisfies the eligibility criteria.

3. BENEFITS

- 3.1 Subject to the provisions and fulfillment of the terms and conditions of the Master Policy, upon the death of the Insured Member or on the occurrence of TPD, the Company shall make payment of the Sum Assured in accordance with the options selected by the Insured Member as defined in Annexure-I.
- 3.2 The Sum Assured shall not change regardless of any interest rate fluctuations, prepayment, default or such similar scenarios which have an effect on the outstanding amount of loan granted by the Master Policyholder.
- 3.3 The Company shall provide the Insurance Cover to a maximum of three borrowers in respect of single loan availed from the Master Policyholder under the Master Policy.

- 3.4 **Total and Permanent Disability (TPD)**, if opted by the Insured Member.

The Insured Member shall be regarded as suffering from Total and Permanent Disability, subject to Clause 11.4.3, only if any of the following conditions occur as a result of accidental bodily injury, sickness or disease:

- 3.4.1 Total and irrecoverable loss of sight of both eyes. The blindness must be confirmed by an Ophthalmologist; OR
- 3.4.2 Loss of use or loss by severance of two or more limbs at or above wrists or ankles; OR
- 3.4.3 The total and irrecoverable loss of sight of one eye and loss of use or loss by severance of one limb at or above wrist or ankle.

Provided:

- i. the above disabilities mentioned in Clause 3.4 must have lasted, without interruption, for at least six consecutive months from the date of diagnosis and must in the opinion of a qualified medical practitioner appointed by the Company, be deemed permanent.

- ii. The loss of use of a limb is considered as a loss of use when such loss of use involves total and permanent loss of function of the limb affected as determined by a registered medical practitioner nominated by the Company.
- 3.4.4 If as a result of accidental bodily injury, sickness or disease, there is a total and permanent disability resulting in total and irrecoverable loss of use of two or more limbs as mentioned in the benefit (including coma) for at least six consecutive months, the benefit becomes payable.

3.5 Maturity benefit:

There is no maturity benefit under this product.

4 TERMINATION OF INSURANCE COVER

The Insurance Cover provided to an Insured Member shall automatically terminate upon the happening of any one of the following events:

- a) the Insured Member attaining 70 years of Age; or
- b) the Insurance Cover reaching the Cover End Date; or
- c) the date of payment of surrender value; or
- d) the date of death or occurrence of TPD (if opted for), whichever is earlier, in case of single borrower; or
- e) in case of Joint Basis option as referred in Annexure-I, if the claim is paid for one joint borrower, then the cover ceases for the other joint borrower(s); or
- f) In case of Loan Share basis Option as referred in Annexure-I, if the claim is paid on death/occurrence of TPD of a joint borrower, then the Insurance Cover shall cease only for that Insured Member. However, the Insurance Cover shall continue for the surviving Joint Borrower(s) to the extent of their share(s) at the same premium agreed at the time of issuance of the Certificate of Insurance; or
- g) on the Master Policyholder exercising the FreeLook Cancellation Option; or
- h) Premium is not paid within the Grace Period by the Insured Member.

5 PAYMENT OF BENEFIT

- 5.1 Subject to the provisions contained herein and fulfillment of the terms and conditions of this Master Policy and Master Policy Schedule, upon the death of the Insured Member or occurrence of the TPD to the Insured Member, the Company shall make payment of the Sum Assured to Clause 3 and conditions provided herein:
- 5.2 Upon satisfactory proof of the death of the Insured Member or the occurrence of TPD to the Insured Member, its cause and receipt of documents required under this Master Policy, the Company shall pay the Sum Assured in the name of the Insured Member/Nominee/Legal heirs as the case may be.
- 5.3 No Death Benefit or TPD Benefit shall be payable under this Master Policy if the death of the Insured Member or TPD to the Insured Member occurs on a date prior to the Risk Commencement Date or after the Cover End Date or in circumstances specified in Clause 11.4.

6 CLAIM FOR BENEFITS

- 6.1 The Master Policyholder shall endeavour to intimate within 90 days of the death of the Insured Member or occurrence of TPD to an Insured Member, intimate the Company in writing and in the form and manner specified by the Company to claim Death Benefit or TPD Benefit, as applicable, whichever is earlier. In case we do not receive notification of the death within 90 days, We shall condone the delay if we are satisfied that the delay was for reasons beyond the Claimant's control. The Company shall pay the Benefit under the Master Policy subject to following terms:
- (i) The Master Policyholder provides the Company with such information and/or documentation that the Company may request in order to establish the fact of, date of, circumstances relating to and cause of death of the Insured Member or occurrence of TPD to the Insured Member and the Company's liability hereunder;

- (ii) The Master Policyholder shall cooperate and assist the Company in any investigation that the Company may decide to undertake in respect of the circumstances leading to death of the Insured Member or occurrence of TPD to the Insured Member;
- (iii) The Master Policyholder agrees to indemnify and keep indemnified and hold the Company free and harmless from and against any and all demands, liabilities, losses, expenses, costs or claims which arise from, in relation to or are howsoever connected with or attributable to payment of the Benefit by the Company.

6.2 In case of claim for Death Benefits, the following documents are required to be submitted to the Company:

- a) Original Certificate of Insurance;
- b) Death certificate issued by municipal authorities;
- c) Company Specific Claim formats duly completed and signed – Claimants Statement, Physician's Statement, Treating Hospital Certificate & Hospital Records;
- d) Standard age proof of the Insured Member;
- e) Post-mortem/ chemical viscera report (if performed);
- f) Police reports (First information report, Panchnama, Police Investigation Report, Police Final Report) in case of unnatural or accidental deaths.

6.3 In case of claim for Total & Permanent Disability Benefit, the following documents are required to be submitted to the Company:

- a) Original Certificate of Insurance
- b) Company specific claim formats duly completed and signed (Claim Intimation Form, Claimant's Statement, Physician's Statement, Treating Hospital Certificate, Employer Certificate)
- c) All Medical Records (like consultation notes, prescriptions, admission notes, progress sheets, medical test reports, discharge summary etc) and disability certificate
- d) Standard Age proof of the Insured Member.

If the Insured Event is due to accident then apart from the documents required documents under clause 6.3, the Claimant shall also submit Police reports viz. First information Report, Panchnama, Police Investigation Report, Police Final Report.

6.4 Notwithstanding anything contained in Clause 6.1, 6.2 & 6.3 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 Claimant, to the satisfaction of the Company for processing the claim.

6.5 Mode of payment of Benefit

All Benefits and other sums under this Master Policy shall be payable in the manner and currency permitted under the Regulations.

6.6 Discharge

Any discharge given by the Master Policyholder and/or by any Nominee/Insured Member in writing in respect of the Benefits or the sums payable under a Certificate of Insurance shall constitute a valid discharge to the Company in respect of such payment. The Company's liability under the said Certificate of Insurance shall be automatically discharged by such payment. The Company's liability in respect of a Certificate of Insurance shall end on the Cover End Date or on payment of the Sum Assured applicable on the date of death of an Insured Member or on the date of occurrence of TPD in the name of the Insured Member/Nominee/Legal heirs as the case may be in case of an admissible claim and neither shall the Company be concerned with the amounts outstanding in the loan account of the deceased Insured Member nor the manner of application of such amounts by the Master Policyholder.

7 PREMIUM

- 7.1 The Insured Member shall pay the Premium to the Company as specified in the Certificate of insurance. The Company reserves the right to revise its existing premium rates prospectively, for new eligible members with prior mutual consent with the Master Policyholder.
- 7.2 The Company reserves the right to increase the Premium rates for persons who in the opinion of the Company's underwriters pose higher risk to the Company. In such an event, the revised rates quoted by the Company shall apply for such Insured Members.
- 7.3 The Company offers the following Premium Paying Term options under this Master Policy:
- Single Premium:** The Insured Member is required to pay the premium only once at the time of issuance of the Certificate of Insurance.
 - Regular Premium:** The Insured Member shall pay the agreed premium throughout the entire policy term on the respective premium due date.
 - Limited Premium:** The Insured member shall pay the agreed premium on the respective premium due date for the first 5 Policy Years.
- 7.4 The Master Policyholder/Insured Member shall have the following options to choose the Premium Paying Term depending upon the type of cover:

Premium Paying Term	Level cover	Reducing cover
Single premium	Not allowed	Allowed
Regular premium (minimum policy term for this option is 5 years)	Allowed	Not allowed
Limited premium(5 years payment Term)	Not allowed	Allowed

8 AGE

ADMISSION

The Age of the Insured Member is being admitted on the basis of the declaration made by the Insured Member in the Membership Form submitted by him/her. If the Age of the Insured Member is found to be different from that declared in the Membership Form, the Company may, recover the difference in premium along with interest, if any from the Death Benefits or TPD Benefit.

9 SURRENDER/TERMINATION

The Master Policyholder can terminate the Master Policy at any time. In such case, the existing members will be given option to surrender his/her membership as per terms and conditions mentioned below. The remaining members who do not opt for surrender of cover will be serviced by the Company on the basis of existing data of Insured Members till the exit of last Insured Member.

The Insured Member also has the right to surrender the Insurance Cover, provided the member repays the outstanding loan amount in full and submits a surrender request with the Company. In single premium option, the surrender benefit will be available from the end of first year and in case of limited premium option, the surrender benefit will be available only after three years have elapsed provided premium have been paid for a minimum of three years. The Surrender Value shall be calculated as per the formula given below:

Premium Paying Term	Level Cover	Reducing Cover
Single Premium	Not Applicable	60% x Single premium x [Unexpired term/Cover term] x [Reduced sum assured*/Initial sum assured]
Regular Premium	No surrender value is payable	Not applicable
Limited Premium	Not applicable	60% x premiums paid x [Unexpired term/Cover term] x [Reduced sum assured*/Initial sum assured]

* As per Sum Assured Schedule

10 Grace Period and Revival of Insurance Cover

- 10.1 In the event of the Insured Member's failure to pay the Premiums due on the premium due date, the Company will allow a Grace Period of 15 days for monthly premium mode and 30 days for all other modes. The said Grace Period is not applicable for Single Premium. After the expiry of the Grace Period without payment of the Premium in full, the Insurance Cover under the Master Policy shall automatically lapse as at the Due Date and all liability of the Company under this Policy shall cease as on the Due Date.
- 10.2 In the event of any claim under Clause 3 during the Grace Period, Benefit shall be payable as per the terms and conditions mentioned herein, subject to receipt of due premiums under the Master Policy.
- 10.3 Subject to the approval of the Company and the prevailing rules of the Company pertaining to Revival, the Insurance Cover under this policy may be revived within 2 years from the due date of the payment of the first unpaid Premium, provided:
- (i) the insurance cover has not been surrendered;
 - (ii) no claim has arisen under the Policy;
 - (iii) a written application for revival is received from the Insured Member by the Company, together with revival fee (including applicable interest), evidence of insurability and health of the Life Assured, to the satisfaction of the Company;
 - (iv) all unpaid Premium in arrears and other sum charged by the Company to reinstate this cover are received in full;
- 10.4 There is no revival option for Single Premium.
- 10.5 The cost incurred by the Company for the medical examination of the Life Assured to revive the insurance cover shall also be borne and paid by the Insured Member to the Company.
- 10.6 The member cover which is not revived by the end of the revival period shall be terminated.
- 10.7 The Company may, at its absolute discretion accept or decline the request for revival of the lapsed cover, or accept the request for revival on such terms and conditions as it deems fit.

11 GENERAL CONDITIONS

11.1 No Participation in surplus or profits

This Master Policy does not confer any rights on the Master Policyholder nor any Insured Member to participate in surplus or profits of the Company.

11.2 **Review and Revision**

The Company reserves the right to review, revise, delete and / or alter any of the terms and conditions of this Master Policy, including without limitation the Benefits, with the prior approval of the Authority.

11.3 **Register of Insured Members**

The Register of Insured Members at the inception of this Master Policy is attached to this Master Policy as **Annexure II**. The Register of Insured Members will be updated from time to time by the Company in its Policy Administration System by addition or deletion of Insured Members as applicable, and a copy of such updated register shall be provided to the Master Policyholder at such times as may be agreed between the Master Policyholder and the Company.

11.4 **Exclusions**

11.4.1 **Suicide exclusion**

If the Insured Member commits suicide, whether sane or insane, within one year from the date of commencement of the insurance cover, the Company shall refund 80% of the premiums paid. In case the Insured Member commits suicide within one year from the date of reinstatement of cover, the Company shall pay the higher of 80% of the premiums paid till the date of death or surrender value as available on the date of death and all coverage for that member will automatically cease.

11.4.2 **45 Days exclusion**

During the first 45 days from the date of commencement of Insured Member's cover the Company shall not be liable to pay any claim except a Death/TPD claim arising on account of an Accident and the Company shall refund the premium using the Surrender Value formula and all coverage for the said Insured Member shall automatically cease.

11.4.3 **Total & Permanent Disability exclusions**

TPD arising directly or indirectly from any of the following are specifically excluded:

- a) Any pre-existing medical condition not disclosed. Pre-existing medical condition" means a condition (illness or bodily injury) for which, prior to the issuance of the cover or prior to the date of reinstatement of this cover:
 - i. The Insured Member had signs or symptoms which would have caused any ordinary prudent person to seek treatment, diagnosis or care; or
 - ii. Medical advice or treatment was recommended by or received from a physician; or
 - iii. The life assured had undergone medical tests or investigations.Any congenital disorder, or related illness or complication arising out of or in connection with a pre-existing medical condition, shall be considered part of that pre-existing medical condition.
- b) Any sickness related medical condition which first manifests itself within 90 days of the commencement date or reinstatement date of the benefit (only if reinstatement happens post 90 days of lapse).
- c) Disability directly or indirectly, wholly or partly due to an Acquired Immuno-Deficiency Syndrome (AIDS) or infection by any Human Immunodeficiency Virus (HIV). For the purpose of this plan:

- i. The definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition; and
- ii. Infection shall be deemed to have occurred where blood tests or other relevant tests indicate, in the opinion of the Company either the presence of any Human Immuno-Deficiency Virus or antibodies to such a virus.
- d) The Insured Member taking part in any hazardous sport or pastimes (including hunting, mountaineering, racing, steeple chasing, bungee jumping, etc).
- e) The Insured Member flying in any kind of aircraft, other than as a bonafide passenger (whether fare-paying or not) on an aircraft of a licensed airline.
- f) Self-inflicted injury, attempted suicide-whether sane or insane.
- g) The Insured Member being under the influence or abuse of drugs, alcohol, narcotics or psychotropic substance not prescribed by a registered medical practitioner.
- h) Service in any military, air force, naval, paramilitary or similar organization.
- i) War, civil commotion, invasion, terrorism, hostilities (whether war be declared or not)
- j) The Insured Member taking part in any strike, industrial dispute, riot, etc
- k) The Insured Member taking part in any criminal or illegal activity.
- l) Nuclear reaction, radiation or nuclear or chemical contamination.

11.5 **Loans**

No loans will be admissible under this Master Policy.

11.6 **Forfeiture**

In issuing this Master Policy and Certificates of Insurance hereunder, the Company has relied on the accuracy and completeness of information provided by the Master Policyholder and the Insured Member in the Master Proposal form and/or Membership Form and any other declarations or statements made or as may be made hereafter by the Master Policyholder or the Insured Member. Subject to the provisions of the Insurance Regulatory and Development Authority (Non-Linked Insurance Products) Regulations, 2013 including Section 45 of the Act, in the event any such information, declaration or statement is found to be false or incorrect or any material information is found to be withheld or misrepresented, the Master Policy or the relevant Certificate of Insurance as applicable, shall be cancelled immediately by paying the Surrender Value and the Company shall cease to be liable for payment of any Death or TPD Benefit under the same.

12 **GENERAL PROVISIONS**

12.1 **Release and discharge**

The Insurance Cover for an Insured Member will terminate automatically on payment of the Death Benefit or TPD as specified in the Certificate of Insurance issued by the Company to such Insured Member and the Company will be relieved and discharged from all obligations under the Insurance Cover.

12.2 **Limitation of Liability**

The Maximum liability of the Company under this Master Policy in respect of an Insured Member shall not, in any circumstances, exceed the Sum Assured as specified in Certificate of Insurance provided to respective Insured Member. The Company's liability in respect of a Certificate of Insurance shall end on the Cover End Date or on payment of the Sum Assured applicable on the date of death of an Insured Member or on the date of occurrence of TPD to the Insured Member to the Master Policyholder in case of an admissible claim, and neither shall the Company be concerned with the amounts outstanding in

the loan account of the deceased Insured Member nor the application of such amounts by the Master Policyholder.

12.3 Grievance Redressal /Complaints

The contact details and procedure to be followed in case of any grievance in respect of this Policy is provided in the document titled as "Complaint Redressal" annexed herewith.

12.4 Taxes, duties and levies

It shall be the sole responsibility of the Master Policyholder/Claimant to ensure compliance with all applicable provisions of the Regulations, including taxation laws, and payment of all applicable taxes in respect of the Premiums and Death Benefit or TPD Benefit or other payouts made or received by the Master Policyholder/Claimant under this Policy and the Company does not accept any liability or responsibility in this regard. Except as may be specifically required by the Regulations, the Company shall not be responsible for any tax liability arising in relation to this Master Policy, the Premiums payable or the Death Benefit or TPD Benefit or other payouts made in terms of this Master Policy. The Company shall be entitled to deduct such amounts towards taxes, duties or such other levies as may be required from any sum received by it or payable under this Master Policy, and deposit the amount so deducted with the appropriate government or regulatory authorities.

12.5 Disclosure of information

If the Master Policyholder or Nominee or Insured Member or anyone acting for them or with their knowledge makes any false or fraudulent claim with the Company for payment of Death Benefit or TPD Benefit hereunder, subject to the provisions of the Insurance Regulatory and Development Authority (Non-Linked Insurance Products) Regulations, 2013 including Section 45 of the Act, in the event any such information, declaration or statement is found to be false or incorrect or any material information is found to be withheld or misrepresented, the Master Policy or the relevant Certificate of Insurance as applicable, shall be cancelled immediately by paying the Surrender Value and the Company shall cease to be liable for payment of any Death or TPD Benefit under the same.

12.6 Loss of Master Policy document/Certificate of Insurance – issue of duplicate

The Company will replace a lost Master Policy Document/ Certificate of Insurance when satisfied that it is lost. However, the Company reserves the right to make such investigations into and to call for such evidence of the loss of the Master Policy Document/ Certificate of Insurance, at the Master Policyholder's/ Insured Member's expense, as the Company considers necessary before issuing a duplicate Master Policy Document/ Certificate of Insurance. The Company has the right to charge a fee for the issue of a duplicate Master Policy/ Certificate of Insurance. It is hereby understood and agreed that Master Policyholder/ Insured Member will indemnify the Company and hold the Company harmless against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Master Policy/ original Certificate of Insurance or arising out of issuance of duplicate Master Policy/ duplicate Certificate of Insurance.

12.7 Terms & Conditions, Schedule, Endorsements etc to form part of Contract

This Master Policy comprising of the terms and conditions set forth herein, the Master Policy Schedule and the endorsements, if any, made on or applicable to this Master Policy , the Master Proposal Form

and Membership Forms shall form an integral part and the entire contract, evidenced by this Master Policy. The liability of the Company is at all times subject to the terms and conditions of this Master Policy and the endorsements made from time to time.

12.8 Governing Law and Jurisdiction

This Master Policy shall be governed by and interpreted in accordance with the laws of India.

12.9 Free Look Period

In case, the Master Policyholder does not agree with the terms and conditions of the contract, the Master Policyholder may request for cancellation of the Master Policy with a written request to the Company stating the reasons for objection within 15 days from the receipt of Master Policy. The premium to be refunded in case of free look cancellation shall be computed as follows:

Premium – (Pro-rata risk premium + Stamp duty + Medical expenses, if any)

12.10 Section 45 of the Act

No policy of life insurance effected before the commencement of this Act shall, after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the Policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Master Policyholder and that the Policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:

Provided that nothing in this section shall prevent the insurer from calling for proof of Age at any time if it is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof that the Age of the Insured Member was incorrectly stated in the Member Form.

ADDENDUM- IMPORTANT NOTE ON CHANGES TO INSURANCE ACT 1938

The Insurance Laws Amendment Act, 2015 was notified in the official Gazette by the Government of India on March 23, 2015 that has brought in changes to the Insurance Act, 1938 with effect from December 26, 2014. Pursuant to that, following amendments of law comes into force. For avoidance of any doubt it is expressly stated that these amendments shall form part of the Policy contract and in case of any conflict between these amendments and any other terms & conditions of this Policy contract, these amendments shall prevail.

A. The word "Authority" which was earlier referred to as Insurance Regulatory and Development Authority of India shall now be read as Insurance Regulatory and Development Authority of India of India.

B. Section 39 of the Insurance Act, 1938- The earlier Section 39 has now been replaced with the following Section.

Section 39 "Nomination by Policyholder"

39. (1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death:

Provided that, where any nominee is a minor, it shall be lawful for the policy-holder to appoint any person in the manner laid down by the insurer, to receive the money secured by the policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The insurer shall furnish to the policyholder a written acknowledgment of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its re-assignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policy-holder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policy-holder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policy-holder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.

(11) Where a policy-holder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.

(12) The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied:

Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

C. Section 45 of the Insurance Act, 1938- The earlier Section 45 has now been replaced with the following Section.

Section 45 "Policy not to be called in question on ground of misstatement after three years"

(1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud: Provided that the insurer shall have to communicate in

writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

Explanation I- For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

- (a) the suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- (b) the active concealment of a fact by the insured having knowledge or belief of the fact;
- (c) any other act fitted to deceive; and
- (d) any such act or omission as the law specifically declares to be fraudulent.

Explanation II- Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is , in itself, equivalent to speak.

(3) Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the mis-statement of a or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

Explanation –A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:

Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based:

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation.

Explanation- For the purposes of this sub-section, the mis-statement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(5) Nothing in this sections shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal.

Annexure - I

Events	When benefits are payable	Size of such benefits/policy monies	Nature of cover
Death cover only	On death of the member.	<p>Level Cover: Sum assured for which the member was insured.</p> <p>Reducing Cover: Sum assured at the time of death, as per the defined schedule specified at the outset in the certificate of insurance.</p>	<ul style="list-style-type: none"> • Death Cover only: Sum assured will be payable and the cover for deceased member will terminate. • Joint basis: In case claim is paid for deceased joint borrower, cover ceases for the surviving joint borrower(s). • Joint life loan share basis: The cover continues for the surviving joint borrower to the extent of their share.
Death and TPD cover	On death or occurrence of TPD to the member.	<p>Level Cover: Sum assured for which the member was insured.</p> <p>Reducing Cover: Sum assured at the time of death, as per the defined schedule specified at the outset in the certificate of insurance.</p>	<ul style="list-style-type: none"> • Death and TPD cover: Sum assured will be payable either on death or occurrence of TPD, whichever is earlier and the cover for member will terminate. Under reducing cover, if sum assured for basic death benefit is reduced, the TPD sum assured will also reduce correspondingly. • Joint basis: In case claim is paid for one joint borrower, cover ceases for the other joint borrower(s). • Joint life loan share basis: The cover continues for the surviving joint borrower to the extent of their share.
Maturity	No benefit is payable on maturity		

Annexure-A

List of Members included in the Canara HSBC Oriental Bank of Commerce Life Group Secure Plan (UIN – 136N024V03)

[illegible]

COMPLAINT REDRESSAL PROCEDURE

We, at Canara HSBC Oriental Bank of Commerce Life strive to ensure that our customers get only the very best of service from us. We understand the customer's grievance and try to resolve the same by ascertaining all the facts and documents available to provide a fair resolution on the complaint.

1. In case you wish to register a complaint with us, you may visit our website, approach our Resolution Centre, Grievance Officers at Branch locations, or you may write to us at the following address:

Complaint Redressal Unit
Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.
2nd Floor, Orchid Business Park,
Sector 48, Sohna Road,
Gurugram-122018, Haryana, India
Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)
Email: cru@canarahsbclife.in

We shall respond to you within two weeks from the date of our receiving your complaint. Kindly note that in case we do not receive revert from you within eight weeks from the date of your receipt of our response we will treat your complaint as closed.

2. In case you do not receive a satisfactory response from us within the above timelines, you may write to our Complaint Redressal Officer at: The Complaint Redressal Officer

Complaint Redressal Officer
Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.
2nd Floor, Orchid Business Park,
Sector 48, Sohna Road,
Gurugram-122018, Haryana, India
Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)
Email: gro@canarahsbclife.in

3. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman for your State or an appropriate judicial/quasi-judicial authority having jurisdiction over the matter for redressal of your grievance.

List of Insurance Ombudsmen

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <u>AHMEDABAD-380 014.</u> Tel.: 079 - 27545441 / 27546840 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, <u>BENGALURU – 560 025.</u> Tel.: 080 - 26652049 / 26652048 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, <u>BHOPAL (M.P.)-462 003.</u> Tel.: 0755-2769201 / 2769202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <u>BHUBANESHWAR-751 009.</u> Tel.: 0674-2596003/2596455 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Odisha
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101, 102,103, 2nd Floor, Batra Building, Sector 17-D, <u>CHANDIGARH-160 017.</u> Tel.: 0172-2772101/2706468 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh

CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 ,Anna Salai, Teynampet, <u>CHENNAI-600 018.</u> Tel.: 044-24333668/24335284 Fax : 044-24333664 Email:bimalokpal.chennai@gbic.co.in	Tamil Nadu, –Pondicherry Town and Karaikal (which are part of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, <u>NEW DELHI-110 002.</u> Tel.: 011-23234057/23232037 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 th Floor, Near Panbazar Overbridge, S.S. Road, <u>GUWAHATI-781 001 (ASSAM).</u> Tel.: 0361-2132204/2132205 Fax: 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, 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 - 23376599Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, <u>JAIPUR - 302 005.</u> Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in	Rajasthan
ERNAKULAM	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, <u>ERNAKULAM-682 015.</u> Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe – a part of Pondicherry

KOLKATA	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R. Avenue, <u>Kolkatta – 700 072.</u> Tel: 033 22124339/22124346 Fax: 033 22124341 Email: bimalokpal.kolkata@gbic.co.in</p>	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel: 0522 -2231330/2231331 Fax: 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in</p>	<p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
MUMBAI	<p>Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel: 022-26106552/26106960 Fax: 022-26106052 Email: bimalokpal.mumbai@gbic.co.in</p>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
PUNE	<p>Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, N.C. Kelkar Road, Narayan Peth, <u>PUNE – 411 030.</u> Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in</p>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
NOIDA	<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida 201 301 Tel.: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur</p>

PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006 Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand
--------------	--	------------------

*For updated list of Ombudsman please refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html>

Below are the lists of documents which are attached separately along with Master policy document -

1. Copy of your Master Proposal Form
2. Copy of Scheme Rules