

**Canara HSBC Oriental Bank of Commerce Life Group Traditional Plan**  
**[A Non-Linked, Non-Par, Life/Pension Group Savings Insurance Plan]**  
**UIN: 136N014V02**

**PART A**  
**Welcome Letter**

<<Date>>

<<Name and Address of MPH>>

**Subject: Canara HSBC Oriental Bank of Commerce Life Group Traditional Plan**  
**Master Policy No.**

Dear Sir/Madam,

Thank you for choosing us as your preferred insurance partner to provide this Group Traditional Plan to your employees/ Members.

Your Policy Pack for the plan is enclosed. The pack contains the following documents:

1. Policy Document
  - a. Terms & Conditions
  - b. Master Policy Schedule
  - c. List of initial members covered (ANNEXURE 2)
  - d. List of members excluded (ANNEXURE 3)
2. Stamp Endorsement
3. Complaint Redressal Procedure
4. List of documents which are attached separately along with Master Policy Pack–
  - a. Copy of your Proposal Form
  - b. Copy of Contribution Receipt
  - c. Copy of Trust Deed and Scheme Rules
  - d. Service request forms
5. ANNEXURE 1 – Important changes in Insurance Act 1938

It is our objective to provide financial protection for your employees/members with the highest levels of customer service.

Kindly go through the entire policy document to ensure that all details mentioned are correct. In the event, you are in disagreement with the terms and conditions of this plan, you may wish to opt out of this plan, by stating the reasons of your disagreement within 15 days of receipt of the Master Policy document. In which event the Company will refund the Contribution received; however, the amount payable in case of such cancellation shall be subject to deduction of stamp value.

For any discrepancy in the document please write to us at [grouphelpdesk@canarahsbclife.in](mailto:grouphelpdesk@canarahsbclife.in) or contact us on 1800-103-0003 or 1800-180003 (BSNL/MTNL) or SMS us at 97790-30003.

Yours Sincerely,

For Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited.

**Chief Operating Officer**

Your intermediary details:

Type of intermediary Modified Policy Document – 27 <sup>th</sup> February, 2020	<< Direct/ Broker/ Agent/ Corporate Agent/IMF >>
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Name	< from master proposal form >
Code/ branch code	<< _____ >>
Contact phone no.	<< _____ >>

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**Master Policy Schedule**

<b>Type of Master Policy:</b>	Non-Linked, Non-Par, Life/Pension, Group Savings Insurance Plan
<b>Scheme chosen:</b>	DB Scheme/DC Scheme
<b>Master Policy Number:</b>	
<b>Name and address of the Master Policyholder:</b>	
<b>Name and address of the Employer:</b>	
<b>Name of the Trust:</b>	
<b>Master Policy Commencement Date:</b>	
<b>Contribution Amount:</b>	
<b>Annual Renewal Date:</b>	
<b>Frequency of Payment of Contribution:</b>	
<b>Other Terms, if any:</b>	

**For Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

By:

Name:

Title: **Chief Operating Officer**

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**POLICY DOCUMENT**

**Preamble:** This Policy evidences a contract between the Master Policyholder and the Company which has been issued on the basis of Your statements and declarations in the Master Proposal Form and other documents, as applicable. This is a Non-Linked, Non-Par, Life/Pension, Group Savings Insurance Plan which enables the claimant to receive benefits subject to the terms and conditions stated herein.

This Master Policy Document is divided into numbered clauses for ease of reference and reading. The clause headings do not limit the Policy or its interpretation in any way. Reference to any legislation, Act, regulation, guideline, etc includes subsequent changes or amendments to the same. The terms 'You', 'Your' used in this document refer to the Master Policyholder and 'We', 'Us', 'Company', 'Our' refer to Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited. The word "Authority" refers to the Insurance Regulatory and Development Authority of India.

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**PART B**

**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:

**Age** shall mean completed age as on last birthday;

**Annual Renewal Date** shall mean the date corresponding with the Master Policy Commencement Date each subsequent Policy Year;

**Benefits** shall mean the applicable benefits payable from the Scheme Account as per the Scheme Rules, subject to the terms of this Master Policy;

**Bulk Exits** shall mean such exits as defined in the Scheme Rules where the total amount payable on the occurrence of Insured Events per the Scheme Rules, in a given Policy Year, exceeds 25% of the Scheme Account Value as at the beginning of that Policy Year (including interim Interest accrued);

**Charges** shall mean the Mortality Charge, and Market Value Adjustment, if any, levied by the Company from time to time in accordance with this Master Policy;

**Contribution** shall mean the amount determined as per extant accounting standard governing the measurement of long term employee benefits, which is payable to the Company as specified in the Master Policy Schedule.

**Employer** shall mean the person or entity named in the Master Policy Schedule and its successors and assigns;

**Financial Year** shall mean a period of twelve months commencing from April 01 each year and ending with March 31 of the following year;

**Insured Events** shall mean the events, exits or other circumstances as defined and covered under the Scheme Rules;

**Interest** shall mean the amount allocated by the Company based on the performance of the underlying funds forming part of this Master Policy. The interest amount declared by the Company for the Master Policy will be credited to the Scheme Account, at the end of each Financial Year or upon the surrender of Master Policy, as the case may be.

**Market Value Adjustment (MVA)** shall mean the amount calculated in accordance with the following formula which is deducted from the Scheme Account Value in case of Bulk Exits as well as complete surrenders:

*MVA = MVA Factor x Amount being withdrawn over and above 25% of the Scheme Account Value at the beginning of the Policy Year (including the Interim Interest accrued)*

*The MVA Factor shall be calculated as the maximum of (Zero or Total Scheme Account Value less Market Value) divided by the Total Scheme Account Value;*

**Market Value** shall mean the amount derived from the revaluation of entire assets earmarked separately for the product at the time of calculating Market Value Adjustment;

**Master Policy** shall mean and include these terms and conditions, the attached Master Policy Schedule, the Master Proposal Form and all endorsements issued by Us from time to time;

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**Master Policyholder** shall mean the Trustees of the Scheme formulated by the Master Policyholder as may be in force from time to time and notified to the Company in writing;

**Member** shall mean an employee of the Employer who meets and continues to meet all the eligibility criteria specified in the Scheme Rules and is covered under the Master Policy and whose name is set out in **Annexure 2**;

**Member Scheme Account** shall mean the account maintained by the Company under this Master Policy in respect of each Member to which the Master Policyholder's Contributions in respect of that Member will be credited, if the DC Scheme is in force as specified in the Master Policy Schedule.

**Membership Register** shall mean a record of Members maintained by the Master Policyholder which contains details about Members in the format annexed as **Annexure 2** of this Master Policy.

**Mortality Charge** shall mean the Charge levied at Rs. 2.0 per Rs. 1,000 Sum Assured per Member (prorated for mid-year joiners / leavers) plus Goods and Service Tax & applicable cess(es)/levy within the annually declared Interest Rate.

**Nominee** shall mean any person nominated by a Member to receive Benefits under this Master Policy in the event of death or incapacitation of the Member, in terms of the Scheme Rules and in compliance with the Insurance Act, 1938, as amended from time to time;

**Policy Year** shall mean a period of twelve (12) consecutive months starting with the Master Policy Commencement Date as provided for in **Master Policy Schedule** hereto and ending on the day immediately preceding the following anniversary date and each subsequent period of twelve (12) consecutive months thereafter;

**Regulations** shall mean the laws and regulations as in effect from time to time and applicable to the Scheme, Scheme Rules and this Master Policy, including without limitation the regulations and directions issued by the Regulatory Authority from time to time;

**Regulatory Authority** shall mean the Insurance Regulatory and Development Authority of India ("IRDAI") or such other authority or authorities, as may be designated under the applicable laws and regulations;

**Scheme** shall mean the Employer's scheme chosen under this Master Policy and as specified in the Master Policy Schedule;

**Scheme Account** shall mean a separate account maintained by Us for this Master Policy, irrespective of the type of Scheme opted for under this Master Policy, which holds the Scheme Account Value;

**Scheme Account Balance** shall mean the amounts equivalent to the sum of opening balance of the Scheme Account at the relevant time plus Contribution received and Interest Credited (excluding interim interest accrued) minus Benefits paid under the Master Policy and Market Value Adjustment, if any, at the relevant date.

**Scheme Account Value** shall mean the total amount available for the payment of Master Policy Benefits. This amount is the sum of all Contributions received along with credited interest (excluding interim interest accrued) less Master Policy Benefits paid as per the Scheme Rules;

**Scheme Rules** shall mean the rules governing the relationship between You and each Member, as amended by You from time to time. These Scheme Rules shall specify the benefits payable to the Member by You on the happening of an Insured Event defined therein;

**Service** shall mean, the period for which, a Member has been or deemed to be in continuous service with the Employer, as particularly provided in the Rules;

**Total Scheme Account Value** shall mean the sum of the Scheme Account Value (including the Interim Interest accrued) of all the schemes written under the product at the time the market value adjustment

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is carried out.

**Trust** shall mean the trust named in the Master Policy Schedule which is established by the Employer in accordance with the Income Tax Act, 1961, as amended from time to time;

**Trustees** shall mean the trustees of the Trust, from time to time;

**Trust Deed** shall mean the trust deed of the Trust, as amended from time to time;

**We/Us/Our/Company** shall mean the Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited;

**You/Your** shall mean the Master Policyholder specified in the Master Policy Schedule;

The terms 'Master Policy Commencement Date', 'Mortality Charge', 'Death Benefit', 'Contribution' and "Employer" shall mean the respective dates, amounts or names specified against each in the Master Policy Schedule.

## **12 Interpretation**

1.2.1 The division of the Master Policy into various clauses is for convenience and the provisions of the Master Policy have to be given effect, keeping in mind the specific conditions specified in the Master Policy.

1.2.2 Words denoting one gender shall include the other gender(s) and the singular shall include the plural and vice versa, unless the context otherwise requires.

1.2.3 Any reference to a statutory provisions shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

1.2.4 This Master Policy will prevail in the event of any conflict between the terms of this Master Policy and the Scheme Rules. A certified copy of the Scheme Rules is filed by the Trustees with the Company. In the event of Master Policyholder/Trustee(s) proposing to amend the Scheme and/or Scheme Rules, the Master Policyholder/Trustee(s) shall be solely liable to obtain permission/consents from the relevant authority for giving effect to the proposed amendment to the Scheme and/or the Scheme Rules in accordance with the applicable law.

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**PART C**

**2. Master Policy Benefits**

**2.1 DB Scheme** – Where the DB Scheme is opted and is in force under this Master Policy, the following Benefits will be payable:

- **Master Policy Benefits**: On the occurrence of an Insured Event as specified in the Scheme Rules in respect of a Member after the Master Policy Commencement Date, the Benefits payable shall be debited from the Scheme Account in accordance with amounts specified in the Scheme Rules.
- Except for exits as allowed as per scheme rules, no other withdrawals shall be allowed for Pension schemes.
- **Death Benefit**: In the event of exit of a Member due to death when the Member's cover under this Master Policy is in force, in addition to the Master Policy Benefits specified above, We shall pay a death benefit of Rs. 1,000/- to the Nominee or legal heirs of that Member.

**2.2 DC Scheme** – Where the DC Scheme is opted and is in force under this Master Policy, the following Benefits will be payable:

- **Master Policy Benefits**: On the occurrence of an Insured Event as specified in the Scheme Rules in respect of a Member after the Master Policy Commencement Date, the Benefits payable shall be debited from the Scheme Account in accordance with amounts specified in the Scheme Rules.
- Except for exits as allowed as per scheme rules, no other withdrawals shall be allowed for Pension schemes.
- **Death Benefit**: In the event of exit of a Member due to death when the Member's cover under this Master Policy is in force, in addition to the Master Policy Benefits specified above, We shall pay a death benefit of Rs. 1,000/- to the Nominee or legal heirs of that Member.
- **Other Benefits**: There shall be an assured benefit that shall be applicable on each of such individual accounts wherein the absolute amount to be paid on maturity shall result in non-zero positive return, floored at 0.01%. There will be two Scheme Accounts at the member level (one to which the group administrator's/ employer's contributions will be credited and other to which past transfers and voluntary/ member contributions will be credited) and one Scheme Account at the Master Policyholder's level.

**2.3 Requirements for claiming Benefits**: You shall intimate Us in writing within 90 days from the date of occurrence of the Insured Event covered under the Master Policy and submit a duly filled Claim Intimation Form along with the following documents: Your certification of the amount due in accordance with the Scheme Rules, evidence of Age of the Member, Claim formats provided by Us (claimant's statement), death certificate (if applicable), identity and address proof of the Member/Nominee and any such other documents as may be required by Us for evaluation of the claim. If We do not receive the notification of the death within 90 days, We may condone the delay if We are satisfied that the delay was for reasons beyond the Claimant's control and pay the claim specified under the Master Policy to the Claimant. Any claim intimation to Us must be made in writing and delivered to the address, which is currently as follows:

**Claims Unit**

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, 139 P, Sector 44, Gurugram – 122003, Haryana, India ; Resolution Centre: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL)

**Email id:** [claims.unit@canarahsbclife.in](mailto:claims.unit@canarahsbclife.in)

Any change in the address or details above will be communicated by Us to You. For further details on the process, please visit our claims section on our website [www.canarahsbclife.com](http://www.canarahsbclife.com).

**3. Transfer of funds**



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This Master Policy allows transfer-ins of accumulated funds from other similar (pension or non-pension) schemes maintained by the Master Policyholder with other insurers.

Such transfer-ins and/or other Contributions are permitted at any time and any number of times during the Financial Year provided that the Master Policy is in force. For such transfers and/or Contributions, the Master Policyholder is required to take the necessary approvals per extant accounting standard governing the measurement of long term employee benefits. It is clarified that, in case of such transfer-ins, no incentive will be paid to the transferring company.

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**PART D**

**4. Loan:** No loan will be granted under this Master Policy.

**5. Contribution, Mortality Charge and Interest Provision:**

5.1 The Contributions payable towards this Master Policy will be made in accordance with the funding requirements as per the scheme rules. The Master Policyholder shall confirm to the Company in writing that such funding is required as per extant accounting standard governing the measurement of long term employee benefit.

5.2 Contributions shall be payable by the Master Policy Commencement Date and every subsequent Annual Renewal Date. The Contributions received will be credited to the Scheme Account under a DB Scheme and the Member Scheme Account in DC Schemes.

5.3 **Interest:** Interest under this Master Policy shall be credited as follows:

(a) The Interest rate(s) will be declared by the Company at the end of the Financial Year in arrears as per the Board Approved Interest Rate & Expense Policy of the Company. The Interest amount, based on the weighted average Scheme Account Value and the Interest rate(s) declared by the Company will be credited to the Scheme Account of the Master Policyholder.

(b) Explicit mortality cost of Rs. 2 per 1000 Sum Assured plus Goods and Services Tax & applicable cess (es)/ levy, if any, calculated at member level on pro-rata basis will be levied through deduction in the annually declared interest rate.

(c) Interest rate may also vary depending on the fund size. In order to decide the applicable fund size slab basis which the interest rate shall be credited to a client, the total of the Scheme Account Values as at the end of the financial year pre interest credit, across all schemes for that client, shall be considered.

(d) Interim interest rate applicable for interest credits on member exits (for DC schemes) and for Master Policy surrenders (all schemes) during a financial year shall be as per Board Approved Interest Rate & Expense Policy of the Company. Minimum Floor Rate for interest rates and interim interest rates will be 0.01% per annum for every fund size slab and will be applicable to all the Contributions less Master Policy Benefits paid credited to the Scheme Account on a pro – rata basis.

5.4 **Annual Statement:** The Company shall issue to the Master Policyholder, in the beginning of each Financial Year, a Statement for the preceding Financial Year, showing the following in respect of the Scheme Account, viz., (a) Opening balance as at the beginning of the preceding Financial Year; (b) Contributions received during the preceding Financial Year; (c) Payments or withdrawals during the preceding Financial Year; (d) Market Value Adjustments if any, made during the preceding Financial Year (e) Interest credited for the preceding Financial Year; and (f) Closing balance as at the end of the preceding Financial Year.

**6. Investment Plan**

Subject to applicable Regulations, the Company will have full discretion, at all times and from time to time, to invest the funds (including the Contribution). The Contributions made by the Master Policyholder will be invested in a non par fund of the Company in accordance to the applicable guidelines of the Regulatory Authority.

**7. Surrender of the Master Policy & Bulk Exits**

7.1 The Master Policyholder may surrender the Policy at any time by giving a written notice to the Company

7.2 On Surrender of the Master Policy, the Scheme Account Value will be payable, subject to MVA, as applicable in accordance with clause 9 below.

7.3 At the time of surrender of the Master Policy, the Master Policyholder shall exercise either of the following options:

(i) Avail the Scheme Account Balance along with Interest for the interim period (for the applicable Financial Year), as may be decided by the Company. Once the Scheme Account Balance is paid to

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the Master Policyholder, all Benefits under the Master Policy shall immediately and automatically cease; or

- (ii) Avail the Scheme Account Balance without the Interest for the interim period (for the applicable Financial Year). Subsequently, the Interest for the interim period (for the applicable Financial Year) will be paid to the Master Policyholder, at the rate declared by the Company at the end of the Financial Year. Once the Interest is paid to the Master Policyholder, all Benefits under the Master Policy shall immediately and automatically cease.

7.4 No Benefits shall be payable under this Master Policy in respect of any Member once Master Policyholder issue a notice for surrender of this Master Policy.

7.5 In respect of DB schemes opted under this Master Policy, where the Scheme Account Value is insufficient to cover a proposed Benefit/withdrawal on the occurrence of an Insured Event per the Scheme Rules after adjusting for MVA, if applicable, the Company may restrict the amount of Benefit/withdrawal or foreclose the Master Policy by paying out the surrender value on such date, to the Master Policyholder.

### **8. Market Value Adjustment**

Scheme Account value shall be subject to Market Value Adjustment (MVA) upon bulk exits and complete surrender. MVA is related to the decrease in the value of the assets held by the Company in the non-par fund associated with this product at the time of the bulk exit / surrender. This decrease in value can be passed on to the Master Policyholder.

Market Value Adjustment shall not be applicable for the amounts below the amount which represents the bulk exits and shall be applied only to the amount which is over and above the amount representing bulk exit. Further, MVA shall be applied only if there is a need for the Company to realize the investments at losses.

#### MVA Calculation

MVA Amount shall be derived by following formula:

MVA Amount = MVA Factor \* Amount over and above the 25% of the Scheme Account Value at the beginning of the Policy year (including the Interim Interest accrued)

MVA Factor = Maximum (0, Total Scheme Account Value – Market Value) / Total Scheme Account Value

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**PART E (*intentionally left blank*)**

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**PART F**

**9. Other Conditions**

- a. **Your Duties:** You shall give Us all particulars relevant to the Master Policy and the operation of the Master Policy which will be accepted by Us as conclusive. Any discharge given by You or on Your behalf shall be a valid discharge to Us in respect of any payment to be made under the Master Policy. You shall indemnify and keep Us indemnified against any and all losses, liabilities, damages, costs, expenses, actions, proceedings, judgments suffered by Us as a result of Your failure to perform, fulfill or observe Your obligations under this Master Policy.
- b. **Nomination:** Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938. The entire Section 39 is reproduced and enclosed in **Annexure 1**.
- c. **Assignment:** Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938. The entire Section 38 is reproduced and enclosed in **Annexure 1**.
- d. **Non-Participation in surplus or profit:** This Policy does not confer any rights on the Master Policyholder or its Members to participate in Our surplus or profits.
- e. **Changes in Terms:** We reserve the right to review, revise, delete and/or alter any of the terms and conditions of this Master Policy, including without limitation the Benefits applicable, with the prior approval of the IRDAI. The terms and conditions shall also stand modified from time to time to the extent of change in regulatory provisions affecting the terms and conditions of this Master Policy.
- f. **Policy Currency:** All Contributions and Benefits payable shall be paid in Indian Rupees (₹) only.
- g. **Exclusions:** No Exclusions apply.
- h. **Tax Benefits:** Tax Benefits under the policy will be as per the prevailing Tax laws and are subject to amendments from time to time. For tax related queries, contact your independent tax advisor.
- i. **Governing Law & Jurisdiction:** This Master Policy and all disputes arising under or in relation to the Master Policy shall be governed by and interpreted in accordance with Indian law and by the Indian courts.
- j. **Limitation of Liability:** Our total, maximum and cumulative liability under this Master Policy in respect of all Members for payment of Master Policy Benefits shall not, in any circumstances, exceed the Scheme Account Value. Our total, maximum and cumulative liability under this Master Policy in respect of the death benefit for any Member shall not exceed Rs.1000 per Member.
- k. In case of pension schemes per the Scheme Rules, where annuities are required to be purchased on Insured Events per Scheme Rules. In such cases, in the event that the Master Policyholder maintains superannuation policy with more than one insurer, the Master Policyholder will have the option to choose any insurer to purchase annuity as may be available. For such cases, We will not levy any charge under this Master Policy.
- l. **Fraud, Misrepresentation and Forfeiture:** Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act, 1938. The entire Section 45 is reproduced and enclosed in **Annexure 1**.
- m. **Taxation:** We are entitled to make such deductions and/or levy such charges, present and future which are applicable, from and/or on the Contributions payable or Benefit amounts receivable or interest rate declared under the Master Policy on account of any income, withholding, Goods and Services Tax or other tax, cess, duty or other levy which is or may be imposed in relation to the Master Policy by any legislation, order, regulation or otherwise upon Us, You, the Members or the Nominees. It is agreed and understood that We shall not be liable for any taxes on any personal income of You, the Members or the Nominee.
- n. **Communications & Notices:** We will send you the policy document in accordance with the applicable laws. We will send the communication or notices to You either in physical or electronic mode (including sms) at Your registered address/email id or registered mobile number provided by You in Master Proposal Form or otherwise notified to Us in writing. Any change in Your/claimant's registered address/email or registered mobile number must be notified to Us immediately in writing.
- o. **Free Look Period:** You will have a period of 15 (fifteen) days from the receipt of the Master Policy document to review the terms of the Master Policy and satisfy Yourself about the terms. During this period, You may cancel the Master Policy by giving Us written notice stating the reasons for Your objection. The amount payable in case of free look cancellation will be contributions made till date subject to deduction of applicable charges, if any.

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**PART G**

**Grievance Redressal:** The contact details and procedure to be followed for any grievance arising in respect of this Master Policy are attached separately with Master Policy Document as **Annexure 4.**

for **Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**

By:

Name:

Title: **Chief Operating Officer**

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**ANNEXURE-1 – Important Changes in Insurance Act 1938**

**Section 38 “Assignment and Transfer of Insurance Policies” is reproduced below**

38. 1. A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.

2. An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section (1), where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policy-holder or in public interest or is for the purpose of trading of insurance policy.

3. The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policy-holder not later than thirty days from the date of the policy-holder giving notice of such transfer or assignment.

4. Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.

5. Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer: Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.

6. The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered: Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.

7. Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.

8. Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings. Explanation.— Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of sub-section (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.

9. Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this section.

10. Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that — (a) the proceeds under the policy shall become payable to the policy-holder or the nominee or nominees in the event of either the assignee/or transferee predeceasing the insured; or (b) the insured surviving the term of the policy, shall be valid: Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

11. In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policy-holder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

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**Section 39 "Nomination by Policyholder" is reproduced below**

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



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section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

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**Section 45 "Policy not to be called in question on ground of misstatement after three years" is reproduced below-**

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

(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud: Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.

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

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

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

(3) Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the mis-statement of a or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer: Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

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

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

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

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

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

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

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**ANNEXURE 2:**

**Member Register - List of initial Members covered / included**  
(forming part of Canara HSBC Oriental Bank of Commerce Group Traditional Plan No.  
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<b>Master Policy No</b>	
<b>No. of Members covered / included</b>	

<b>Sr No</b>	<b>Member No</b>	<b>Employee Code</b>	<b>Name of Employee / Member</b>	<b>Date of Birth</b>	<b>Date of Joining the Employer</b>	<b>Date of joining the Master Policy</b>	<b>Sum Assured (Inforce)</b>

Note: For any future correspondence, kindly mention Member No. for the Members under this Master Policy.

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**Stamp Endorsement**

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**Master Policyholders Details:**

Name of Master Policyholder		Master Policy No	
Plan	Canara HSBC Oriental Bank of Commerce Life Group Traditional Plan (UIN - 136N014V01)	Stamp Value (in ₹)	

**Insurance Stamps Affixed below:**

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**ANNEXURE 3**

**List of Initial Members excluded  
(Forming part of Canara HSBC Oriental Bank of Commerce Life Group Traditional Plan)**

Please note that we have excluded below members from coverage under the master policy for certain clarifications required. These members will be added on receipt of clarifications from your side.

<b>Sr. No.</b>	<b>Employee ID/Code/E.T.No.</b>	<b>Name of Employee</b>	<b>Date of Birth (DD/MM/YY)</b>	<b>Designation</b>	<b>Date of Joining the Organization</b>	<b>Age</b>	<b>Clarification required</b>

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**ANNEXURE 4**

**COMPLAINT REDRESSAL PROCEDURE**

We, at Canara HSBC Oriental Bank of Commerce Life Insurance Company 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 or Grievance Officers at Hub locations or may write to Us at the following address. We will respond to You within two weeks from the date of our receiving Your complaint. Kindly note that in case We do not receive a revert from You within eight weeks from the date of Your receipt of our response, We will treat Your complaint as closed. **Complaint Redressal Unit:** Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited; 139 P, Sector 44, Gurugram – 122003, Haryana, India Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL) Email: cru@canarahsbclife.in
2. If You do not receive a satisfactory response from Us within the above timelines, You may write to our Grievance Redressal Officer at: **Grievance Redressal Officer:** Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited; 139 P, Sector 44, Gurugram – 122003, Haryana, India Toll Free: 1800-103-0003 / 1800-180-0003 (BSNL/MTNL) Email: gro@canarahsbclife.in
3. If You are not satisfied with Our response or do not receive a response from Us within 15 days, You may approach the Grievance Cell of the Authority at:  
**Insurance Regulatory and Development Authority of India; Grievance Call Centre (IGCC)** Toll Free No:155255  
Email ID: complaints@irda.gov.in  
Website Address for registering the complaint online: <http://www.igms.irda.gov.in> **Consumer Affairs Department Insurance Regulatory and Development Authority of India ;** Survey.No.115/1, Financial District, Nanakramguda, Gachibowali, Hyderabad – 500 032, Telangana; Ph No: 91- 40 – 20204000
4. In case You are not satisfied with the resolution or there is no response within a period of 1 month, You/complainant may approach the Insurance Ombudsman for Your State at the address mentioned below or on Authority's website [www.irda.gov.in](http://www.irda.gov.in). if the grievance pertains to the matters as mentioned below or an appropriate judicial/quasi-judicial authority having jurisdiction over the matter for redressal of Your grievance. You may also refer to the GBIC website at <http://www.gbic.co.in/ombudsman.html> for updated list of Ombudsman. The Ombudsman may receive complaints: a) under Rule 13 of Redressal of Public Grievances Rules, 1998 ("Rules"); b) for any partial or total repudiation of claim by Us; c) for any dispute in regard to Premium paid or payable; d) for any dispute on the legal construction of the Policy in so far as such dispute relate to claim; e) for delay in settlement of claim; f) for non-issue of any insurance document after receipt of Premium. g) misrepresentation of policy terms and conditions; h) policy servicing related grievances against Company and their agents and intermediaries; i) issuance of policy which is not in conformity with the proposal form submitted by proposer; and j) any other matter resulting from the violation of provisions of Insurance Act, 1938 as amended from time to time or regulations, circulars, guidelines or instructions issued by Authority from time to time or terms and conditions of the policy in so far as they relate to issues mentioned above.
5. As per provision 14(3) of the Rule:- No complaint to the Insurance Ombudsman shall lie unless—(a) the complainant makes a written representation to the insurer named in the complaint and—(i) either the insurer had rejected the complaint; or (ii) the complainant had not received any reply within a period of one month after the insurer received his representation; or (iii) the complainant is not satisfied with the reply given to him by the insurer; (b) The complaint is made within one year—(i) after the order of the insurer rejecting the representation is received; or (ii) after receipt of decision of the insurer which is not to the satisfaction of the complainant; (iii) after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant . As per provision 14(5) of the Rule:- No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

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**List of Insurance Ombudsmen**

<b>S.No</b>	<b>Office of the Ombudsman</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
1.	<b>AHMEDABAD</b>	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, UT of Dadra & Haveli, Daman and Diu
2.	<b>BENGALURU</b>	Jeevan Soudha Building,PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
3.	<b>BHOPAL</b>	Janak Vihar Complex, 2nd Floor, 6 Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal (M.P) - 462 003 ; Tel: 0755-2569201/202, Fax: 0755 - 27 692 03; E-Mail: bimalokpal.bhopal@ ecoi.co.in	Madhya Pradesh & Chhattisgarh
4.	<b>BHUBANESHWAR</b>	62, Forest Park, Bhubaneshwar - 751009 Tel: 0674 - 259 6455/61, Fax: 0674 - 259 6429 E-Mail: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
	<b>CHANDIGARH</b>	S.C.O No. 101,102 &103,2nd Floor, Batra Building, Sector 17- D, Chandigarh- 160017 Tel: 0172-2706196 / 2706468; E-Mail: bimalokpal.chandigarh@ecoi.co.in , Fax: 0172 - 270 8274	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
6.	<b>CHENNAI</b>	Fatima Akhtar Court, 4th Floor, 453 (OLD 312) Anna Salai, Teynampet, Chennai - 600018 Tel: 044 - 24333668 / 24335284 , Fax: 044 - 24333664 E-Mail: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu, UT-Pondicherry town and Karaikal (which are part of UT of Pondicherry)
7.	<b>NEW DELHI</b>	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, New Delhi- 110002 Tel: 011 - 23232481/23213504, E-Mail: bimalokpal.delhi@ecoi.co.in	Delhi
8.	<b>ERNAKULAM</b>	2 <sup>nd</sup> Floor, Pulinat Building, Opp Cochin Shipyard, M.G Road, ERNAKULAM - 682015 Tel: 0484-2358759/9338, Fax: 0484 - 2359336 E-Mail: bimalokpal.ernakulam@ecoi.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
9.	<b>GUWAHATI</b>	"Jeevan Nivesh", 5th Floor, Near, Panbazar Overbridge, SS Road, Guwahati - 781001 Tel: 0361 - 2132204/5 E-Mail: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland & Tripura
10.	<b>HYDERABAD</b>	6-2-46,'Moin Court', 1st Floor, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi Ka Pool, Hyderabad- 500004 Tel: 040-67504123/23312122, Fax: 040 - 23376599 E-Mail: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, and UT of Yanam - a part of the UT of Pondicherry
11.	<b>JAIPUR</b>	Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 2740363 Email: Bimalokpal.jaipur@ ecoi.co.in	Rajasthan

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12.	<b>KOLKATA</b>	4th Floor, Hindustan Bldg. Annexe, 4, C.R.Avenue, Kolkata - 700 072 <b>Tel:</b> 033 - 22124339 / 22124340, <b>Fax:</b> 033 - 22124341 E-Mail: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, UT of Andaman and Nicobar Islands, Sikkim
13.	<b>LUCKNOW</b>	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14.	<b>MUMBAI</b>	3rd Floor, Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), Mumbai - 400 054 <b>Tel:</b> 022 - 26106552/6960, <b>Fax:</b> 022 - 26106052 E-Mail: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15.	<b>NOIDA</b>	4 <sup>th</sup> Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, U.P-201301 Tel No: 0120-2514250/52/53 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazia bad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
16	<b>PATNA</b>	1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	Bihar, Jharkhand.
17	<b>PUNE</b>	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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**Copy of Proposal Form**

**Attached separately along with the Master Policy Document.**



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**Copy of Contribution Receipt**

**Attached separately along with the Master Policy Document.**

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**Copy of Trust Deed and Scheme Rules**

**Attached separately along with the Master Policy Document.**

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**Service Request Forms**

**Attached separately along with the Master Policy Document.**