

Canara HSBC Oriental Bank of Commerce Life Smart Sanchay Plan
UIN – 136N021V01

TERMS AND CONDITIONS

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:

Accidental Death means the death of the Insured Member resulting solely from sudden, unexpected, violent, external force independently of any other cause.

Accidental Death Benefit means the amount equivalent to Sum Assured which is payable as per the terms of the Master Policy in addition to the Sum Assured upon the Accidental Death of the Insured Member, subject to Clause 11.3.3 mentioned below.

Act means the Insurance Act, 1938;

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;

Beneficiary means in respect of each Insured Member, the person or persons who have/have been nominated by the Insured Member as beneficiary/beneficiaries to receive the benefits upon the Insured Member's death and whose name or names appear on the Certificate of Insurance.

Certificate of Insurance means the certificate issued to the Insured Member by the Company under this Master Policy detailing inter alia the Benefit, Age, Premium, Risk Commencement Date, Cover End Date, Sum Assured, Maturity benefit, important Terms & Conditions, process for claims etc in respect of this Master Policy.

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;

Insurance Cover means the cover effected hereunder on the life of the Insured Members;

Insured Member means any person who satisfies the eligibility criteria as mentioned in Clause 2 and who has been provided Insurance Cover under this Policy and issued a Certificate of Insurance by the Company.

Master Policy means this **Canara HSBC Oriental Bank of Commerce Life Insurance Smart Sanchay Plan** life insurance Policy, comprising these terms and conditions, the Master Policy Schedule, Annexure, Certificate of Insurance, endorsement or addendum/s (if any), Membership Form, Proposal Form 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 Policyholder means the entity named as such in the Master Policy Schedule to whom this Policy has been issued by the Company;

Master Proposal Form means the proposal form submitted by the Master Policyholder pursuant to and on the basis of which this Master Policy has been issued by the Company;

Maturity Benefit means the amount specified in the Certificate of Insurance which is payable to the Insured Member as per the terms of the Master policy and upon the survival of the Insured Member on the Maturity Date.

Maturity Date means the date specified in the Certificate of Insurance on which the Maturity Benefit is payable to the respective Insured Member as per the terms of the 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;

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

Regular Premium means the amount of premium specified by the Company which is payable by the Insured Member in the manner and at the frequency specified in the Certificate of Insurance.

Register of Insured Members means a register maintained by the Company containing the details of each Insured Member, including but not limited to name, Age, sex, Sum Assured/Accidental death Benefit/Maturity Benefit in respect of each Insured Member, Risk Commencement Date and any special conditions, if applicable to such Insured Member;

Risk Commencement Date means date specified for the respective Insured Member in the Certificate of Insurance on which date the Insurance Cover under the policy commences for the Insured Member.

Sum Assured means the amount specified in the Certificate of Insurance which is payable as per the terms of the Master Policy upon the death of an Insured Member;

Surrender means the termination of the Certificate of Insurance in its entirety at the instance of the Insured Member as specified in Clause 8 of this Master Policy.

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 including 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 is:

- (i) a natural person; and
- (ii) above or equal to the minimum age at entry and below or equal to the maximum age at entry as specified in the Policy Schedule; and
- (iii) an account holder (Saving/Current/Deposit) of the Master Policyholder on the date of submitting the Membership Form; and
- (iv) the person should be the resident of India

2.2 A person shall automatically cease to be an Insured Member at the date earliest of:

- (i) a claim received in respect such Insured Member for benefits under this Policy, irrespective of whether the claim is admitted or not; or
- (ii) Non-receipt of Regular Premium within the Grace Period except in case of Paid up; or
- (iii) Surrender of the Certificate of Insurance by the Insured Member; or
- (iv) Insured Member exercising the option of Cover Cancellation; or
- (v) Insured Member survives the Maturity Date;

3. INSURANCE COVER UNDER MASTER POLICY

3.1 The Company may cover a person under this Master Policy who satisfies the eligibility criteria as provided in Clause 2 of this Master Policy and submits the duly filled and signed Membership Form, deposits Regular Premium with the Company. The Company shall issue a

Certificate of Insurance confirming the Insurance Cover along with the Risk Commencement Date for that respective Insured Member.

- 3.2 Every Insured Member shall produce evidence of insurability in the form and manner prescribed by the Company before effecting the insurance cover on his/her life under this Master Policy.

4. BENEFITS

Subject to the provisions contained herein and fulfillment of all the terms and conditions of the Master Policy, the Company agrees to pay to the Claimant, the following Benefits on the happening of the events mentioned against each Benefit:

4.1 Death Benefit

Subject to the provisions contained herein and fulfillment of the terms and conditions of this Master Policy and the Insured Member having made all due payments of Regular Premium, the Company agrees to pay to the Claimant, the Death Benefit, subject to the terms and conditions specified below:

4.1.1 If the death of the Insured Member occurs on or after the Risk Commencement Date but before the Maturity Date and all the due premiums till date have been paid by the Insured Member, then the Company shall pay the Sum Assured specified in the Certificate of Insurance to the Beneficiary.

4.1.2 After payment of two (2) Regular Premiums, if the Premium payment is discontinued then the Company shall pay the Paid Up Death Benefit as per Clause 5.3.1 of these Terms and Conditions in the event of the death of the Insured member;

4.2 Accidental Death Benefit

Subject to Clause 11.3.3 and the Certificate of Insurance remaining in force, if the death of the Insured Member occurs due to an Accident on or after the Risk Commencement Date but before the Maturity Date, the Company shall pay the applicable Accidental Death Benefit to the Claimant.

In case the Certificate of Insurance becomes paid up then the Accidental Death Benefits shall be paid as per Clause 5.3.3.

4.3 Maturity Benefit

If the Insured Member survives the Maturity Date and the Certificate of Insurance is in force on such date, the Company shall pay the Maturity Benefit as specified in the Certificate of Insurance. In case the Regular Premium is discontinued & the policy is eligible for Paid Up Benefit, the Certificate of Insurance shall continue till Maturity Date if not revived within the Revival Period and the Paid Up Maturity Benefit as per clause 5.3.2 shall be payable to the Insured Member on the Maturity Date.

4.4 Payment of Death Benefit

4.4.1 The Beneficiary shall endeavor within 60 days of the death of an Insured Member to intimate the Company in writing and in the form and manner specified by the Company to claim Death Benefit. The Company shall pay the Death Benefit and Accidental Death Benefit (if payable) subject to following terms:

- (i) The Claimant 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 and the Company's liability hereunder;
- (ii) The Claimant 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;
- (iii) The Claimant 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 Death Benefit or Accidental Death Benefit (as applicable) by the Company to the Claimant.

- (iv) A discharge or receipt by the Beneficiary of the Death Benefits or Accidental Death Benefit (as applicable) payable under the Certificate of Insurance shall be a good, valid and sufficient discharge to the Company for all purpose.

4.4.2 In case of claim for Death Benefits/Accidental Death Benefit, the following documents are required to be submitted to the Company:

- (i) Death certificate issued by municipal authorities along with Age Proof;
- (ii) Company Specific Claim formats duly completed and signed – Claimants Statement, Physician’s Statement, Treating Hospital Certificate / Hospital Records;
- (iii) Post-mortem/ chemical viscera report, if death due to accident.
- (iv) Police reports (First information report, Panchnama, Police Investigation Report, Police Final Report) only in case of unnatural or accidental deaths.

4.4.3 Notwithstanding anything contained in Clause 4.3.2 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.

4.4.4 Mode of payment of Death Benefits

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

4.5 Discharge

Any discharge given by the Claimant or by any person authorized by the Claimant in writing in respect of the Death Benefits or the sums payable as mentioned in the Certificate of Insurance shall constitute a valid discharge to the Company in respect of such payment. The Company’s liability towards the said Insured Member under Certificate of Insurance shall be automatically discharged by such payment.

5. PAYMENT OF REGULAR PREMIUM AND EFFECT OF DISCONTINUANCE OF PAYMENT OF REGULAR PREMIUM

The Insured Member shall pay the Regular Premium in the agreed amounts and frequency on or before the end of Grace Period corresponding to the due date specified in the Certificate of Insurance. If any Regular Premium is received before the due date, the Company may at its discretion keep such amount in an advance premium account and adjust such sum towards Regular Premium on the applicable due date or refund such amounts to the Insured Member. If the Regular Premium for the Insured Member is not received in full on or before the expiry of the Grace Period, then the Insurance Cover for that Insured Member shall immediately and automatically cease, subject to Clause 5.2.

5.1 Discontinuance of Regular Premium before paying 2nd (Second) Regular Premium

If the Second (2nd) due Regular Premium is not paid within the applicable Grace Period, the Insurance Cover for the respective Insured Member shall lapse immediately. The Certificate of Insurance in such case shall not be entitled for Paid-up Benefits and shall continue without any Benefits including Death Benefit, Accidental Death Benefit and Maturity Benefit till the expiry of the Revival Period. If the Certificate of Insurance is not revived during the Revival Period then the Certificate of Insurance shall automatically terminate, post expiry of the Revival Period and no amount shall be payable under the Certificate of Insurance.

5.2 Discontinuance of Regular Premium after paying 2nd (Second) Regular Premium

If any due Regular Premium is not paid within the Grace Period after paying atleast 2 (two) Regular Premiums, the Certificate of Insurance becomes paid up and is eligible for Paid Up Benefits. The Claimant will receive Paid Up Benefits on Death or on Maturity, whichever is earlier. In case the Insured Member revives the Certificate of Insurance as per clause 10 then the Insured Member shall be eligible for all the benefits as defined in Clause 4.

5.3 Paid Up Benefits shall be calculated as below:

- 5.3.1 **Paid up Death Benefit** = Death Benefit x (Total number of premiums paid / Total number of premiums payable)
- 5.3.2 **Paid up Maturity Benefit** = Maturity Benefit x (Total number of premiums paid / Total number of premiums payable)
- 5.3.3 **Paid up Accidental Death Benefit** = Accidental Death Benefit x (Total number of premiums paid / Total number of premiums payable)

6. AGE ADMISSION

The Age of the Insured Member is 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, adjust the Premiums and/or the Death Benefits and/or recover the additional amounts, if any, as it deems fit. Insurance Cover of the Insured Member shall however become void from the Risk Commencement Date, if at any time the Age of the Insured Member is found to be higher than the maximum or lower than the minimum entry Age that is permissible under this Master Policy at the time of Risk Commencement Date.

7. ASSIGNMENT

Neither the Master Policy nor the Certificate of Insurance can be assigned.

8. SURRENDER AND GUARANTEED SURRENDER VALUE

- 8.1 The Insured Member may Surrender the Certificate of Insurance by giving notice in writing to this effect to the Company anytime during the term of the Certificate of Insurance. The Company shall on receipt of a duly signed request for Surrender, terminate the Certificate of Insurance and pay the Special Surrender Value.
- 8.2 In case the Insured Member requests' for Surrender prior to completion of three years from the Risk Commencement Date, then the surrender benefits shall be payable only after completion of three (3) years from the Risk Commencement Date.
- 8.3 The Guaranteed Surrender Value is defined as 30% of the Regular Premiums paid by the Insured Member excluding the first year Regular Premium.
- 8.4 The Company may with prior approval of the Authority declare a Special Surrender Value under the Certificate of Insurance which shall be atleast as high as Guaranteed Surrender Value.
- 8.5 Subject to Clause 8.2, on Surrender the Company shall pay the Special Surrender Value and terminate the Certificate of Insurance with no further Benefits payable.

9. GRACE PERIOD, TERMINATION AND RENEWAL OF THE MASTER POLICY

- 9.1 If the Insured Member fails to pay the Regular Premium due on its due date, the Company will allow a Grace Period of 30 days from the Regular Premium due date. Subject to Clause 5.2, after the expiry of the Grace Period without payment of the Regular Premium in full, the Certificate of Insurance shall be deemed to have automatically lapsed as at the due date and all liability of the Company under the Certificate of Insurance shall cease as on the due date.
- 9.2 In the event of any claim under Clause 4 during the Grace Period, the Death Benefit, Accidental Death Benefit (if any) shall be payable as per the terms and conditions mentioned herein, subject to deduction of Regular Premium due.

10. REVIVAL OF THE CERTIFICATE OF INSURANCE

Subject to the approval of the Company and the prevailing rules of the Company pertaining to revival of the Insurance Cover under this Master Policy, the lapsed Certificate of Insurance may be revived within 2 years from the date of first unpaid premium, subject to the following conditions:

- 10.1 The Insured member shall pay all the due premiums along with interest (as per Company prevailing rules); and
- 10.2 The Insured Member shall submit a revival request together with individual evidence of insurability to the satisfaction of the company; and

- 10.3 The Company may, at its absolute discretion accept or decline the request for revival of the lapsed/ paid up policy, 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 or the Certificate of Insurance does not confer any rights on the Master Policyholder or any Insured Member to participate in surplus or profits of the Company.
- 11.2 **Review, 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 Death Benefits, with the approval of the Authority.

11.3 Exclusions

11.3.1 Suicide exclusion

If an Insured Member commits suicide for any reason, while sane or insane, within one year from the Risk Commencement Date or from the date of Revival, the Death Benefit under the Certificate of Insurance shall be as under:

- 11.3.1.1 If the Insured Member commits suicide within one year from the Risk Commencement Date the Regular Premium paid by the Insured Member (Regular Premium excluding service tax), shall be refunded.
- 11.3.1.2 If the Insured Member commits suicide within one year from the Revival Date of his/her Certificate of Insurance, the total Regular Premium paid by the Insured Member for revival (excluding service tax) plus the revival interest charged, if any shall be refunded. In addition, if the Certificate of Insurance is eligible for Paid up Benefits prior to revival, the Paid up Benefits shall also be payable.

11.3.2 45 Days exclusion

During the first 45 days from the Risk Commencement Date or date of revival of the Certificate of Insurance the Company shall not be liable to pay any Death Benefit except in the event of a death claim arising on account of an Accident. However, the Company shall pay the following Benefits:

11.3.2.1 In case of death of the Insured Member within 45 days from Risk Commencement Date then the Company shall refund the premium paid (excluding service tax) by the Insured Member.

11.3.2.2 In case of death of the Insured Member within 45 days from Date of revival then the Company shall refund the premium paid by Insured Member for revival (excluding service tax) plus the revival interest paid, if any by the Insured Member for revival along with the Paid Up Death Benefit if applicable. In case of death of the Insured Member due to Accident during the exclusion period of 45 days, then the Sum Assured along with the Accidental Death Benefit shall be payable to the Claimant.

11.3.3 Accidental Death Benefit Exclusion

- a) 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
- b) The Insured Member taking part in any hazardous sport or pastime (including but not limited to hunting, mountaineering, racing, steeple chasing, bungee jumping, etc.)
- c) The Insured Member performing service in any active military, air force, naval, police, paramilitary or similar organization
- d) The Insured Member taking part in any strike, industrial dispute, riot, etc.
- e) The Insured Member taking part in any criminal or illegal activity
- f) Self-inflicted injury, or 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) War, Civil commotion, invasion, hostilities (whether war be declared or not)
- i) Nuclear reaction, radiation or contamination.

11.4 **Loans:** No loans will be admissible under this Master Policy or Certificate of Insurance.

11.5 **Misrepresentation of Facts:** In issuing this Master Policy the Company has relied on the accuracy and completeness of information provided by the Insured Member in the Membership Form and/or any other declarations or statements made or as may be made hereafter by the Master Policyholder. Subject to the provisions of the applicable Regulations 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 respective Certificate of Insurance under the Master Policy shall become null and void from its Risk Commencement Date and the Company shall cease to be liable for payment of any Benefits 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 applicable Benefits as specified in the Certificate of Insurance issued by the Company under the Master Policy 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 amount of Death Benefit or Maturity Benefits provided to such Insured Member. The Company's liability in respect of a Death Benefit or Maturity Benefit shall end on the payment of the applicable Benefits as per the terms of this Master Policy.

12.3 Grievance Redressal /Complaints: Any grievance or complaints to the Company must be made in writing and delivered to the address of its Grievance Redressal Officer. The contact details and procedure to be followed in case of any grievance in respect of this Master Policy is provided in the document titled as "Grievance Redressal".

Any change in the address or details above will be communicated by the Company to the Master Policyholder in writing.

12.4 Taxes, duties and levies

It shall be the sole responsibility of the Insured Member/Claimant to ensure compliance with all applicable provisions of the Regulations, including taxation laws, and payment of all applicable taxes in respect of the Regular Premiums and Death/Maturity Benefits or other payouts made or received by the Insured Member /Claimant under this Master 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 Regular Premiums payable or the Death/Maturity Benefits 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 Insured Member or Claimant or anyone acting for them or with their knowledge makes any false or fraudulent claim with the Company for payment of Death/Maturity Benefit hereunder, then the Insurance Cover of the Insured Member in respect of whom the false/fraudulent claim was made shall become void and Regular Premiums

received in respect of such Insured Member shall stand forfeited in favour of the Company.

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

The Company will replace a lost Master Policy Document or 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 or Certificate of Insurance, at the Master Policyholder's/Insured Members expense, as the Company considers necessary before issuing a duplicate Master Policy Document or Certificate of Insurance. The Company has the right to charge a fee for the issue of a duplicate Master Policy or Certificate of Insurance.

It is hereby understood and agreed that Master Policyholder/Insured Member shall protect 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/Certificate of Insurance or arising out of issuance of duplicate Master Policy/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, Certificate of Insurance and the endorsements, if any, made on or applicable to this Master Policy, the Master Proposal Form, Membership Form or any other document executed under this Master Policyholder including any correspondence by the Company 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.

12.10 Cover Cancellation and Free Look Cancellation

12.10.1 Cover Cancellation:

The Insured Member shall have the option to request for cancellation of the Insurance Cover by returning the original Certificate of Insurance along with a written request through the master Policyholder stating the reasons for objection, within a period of 15 days from the receipt of the Certificate of Insurance. If the Insured Member requests for cancellation of the Certificate of Insurance as mentioned above, the Company shall terminate the Certificate of Insurance and shall return Regular Premium paid by the Insured Member subject to deduction of proportionate risk premium for the period of cover and stamp duty charges.

Refund of Premium paid under Cover Cancellation = (Regular Premium Received) – (Pro Rata Risk Premium + Stamp Duty)

12.10.2 Free Look Cancellation

In case the Master Policyholder does not agree with the terms and conditions of the Master Policy, the Master Policyholder may approach the Company with a written request for Free-look Cancellation stating the reasons for its objection within 15 days from the receipt of the Master Policy. In such a case the Master Policy along with the issued Certificate of Insurance shall stand terminated with refund of premiums to the respective Insured members.

Refund of Premium paid under Free Look Cancellation = (Regular Premium Received) – (Pro Rata Risk Premium + Stamp Duty)

12.11 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 Membership Form 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 Certificate of Insurance, 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 Insured Member and that the Insured Member 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 Certificate of Insurance are adjusted on subsequent proof that the Age of the life insured was incorrectly stated in the Membership Form.