

CANARA HSBC ORIENTAL BANK OF COMMERCE LIFE INSURANCE

SAMPOORNA KAVACH PLAN: UIN: 136N022V01

1 - Year renewable Group Term Micro Insurance without return of premium, Plan.

Policy No.

Name and Address of
Master Policyholder:

Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited (*the "Company"*) is pleased to enter into this 1-year renewable Group Term Micro Insurance, without return of premium, Plan with the Master Policyholder, as evidenced by this policy ("Policy") and agrees to pay the Benefits as stated herein, subject to the terms and conditions of this Policy. The Policy is issued on the basis of the Proposal and Declaration from the Proposer and on the express understanding that the said Proposal and Declaration and any statements made or referred to therein shall be part and parcel of this Policy.

Chief Operation Officer

Policy Schedule

Master Policy number:	Policy Commencement Date:
Name and address of the Master Policyholder	
Type of Master Policy	Yearly renewable Group Term Micro Insurance without return of premium
Annual Renewal Date	

TERMS AND CONDITIONS APPLICABLE TO THIS POLICY

1. DEFINITIONS:

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

“Accidental Death” shall mean sudden death 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;

“Annual Renewal Date” shall mean the date mentioned in the Policy Schedule;

“Beneficiary” shall mean the spouse, children or dependents appointed by the Member to receive the Benefits under this Master Policy in the event of death of the Member.

“Benefits” means the benefits enumerated in Section 2 of this Policy and payable in accordance with the terms of this Policy;

“Company” means Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited or its successors and assigns;

“Eligible Member” means a person who satisfies the conditions of Eligibility provided for in this Policy;

“Eligibility Criteria” means the criteria required to be satisfied by an Eligible Member as specified under section 4 of this Policy;

“Frequency of Premium Payment” shall mean annual mode of payment of premium as stated in the policy Schedule;

“Insurance Cover” means the arrangement in terms of this Policy, under which the Company, subject to the terms of this Policy, undertakes to pay to the Beneficiary the admissible Benefits in respect of an Insured Member on the happening of specified events in this Policy;

“Insured Member” means an Eligible Member of the Master Policyholder who are admitted by the Company and whose name appears in **Annexure I**, attached to this Policy or subsequent document issued by the Company informing the Insured Members who are provided with Insurance Cover in terms of this Policy;

“Master Policyholder” means the group/organization/Institution named in the Policy Schedule;

“Policy” means this Canara HSBC Oriental Bank of Commerce Life Insurance Sampoorana Kavach Plan as may be amended from time to time;

“Policy Commencement Date” means the date specified as such in the Policy Schedule;

“Policy Contract” means the policy schedule, the policy terms & conditions, Annexures, schedules, endorsements, applicable to this Policy shall together form the entire contract evidenced by this Policy;

“Policy Schedule” means the Schedule termed as such and attached to this Policy;

“Policy Year” means a period of twelve consecutive calendar months starting from the Policy Commencement Date and ending on the day immediately preceding the following anniversary date and each consequent period of twelve consecutive months thereafter;

“Premium” means the Premium Amount specified in the Policy Schedule;

“Premium Due Date” shall mean the date on which Premium shall be due in accordance with the Frequency of Premium payment as mentioned in the Schedule;

“Regulations” means the laws and regulations in effect from time to time and applicable to this Policy, including without limitation the regulations and directions issued by the Regulatory Authority;

“Regulatory Authority” means the Insurance Regulatory and Development Authority or such other authority or authorities, as may be designated under the applicable laws and regulations;

“Risk Commencement Date” means the date on which the Insurance Cover under this Policy commences in respect of an Insured Member hereto;

“Schedule” shall mean the Schedule appended to this Policy and the same shall form part and parcel of this Policy;

“Sum Assured” means in each case the amount specified as such against the name of each Insured Member to this Policy;

1.1. **Interpretation:**

1.1.1 This 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 Policy or its interpretation in any way. In this Policy, where the context permits, the singular shall include the plural and vice versa and words denoting masculine gender shall include feminine gender and vice versa.

1.1.2 The Policy comprises of the terms and conditions set forth in the Policy document, the Policy Schedule and the Annexures/schedules referred to herein, which shall form an integral part of the Policy.

2. **Benefits Payable under the Policy.**

2.1 **Death Benefit.**

Subject to the terms and conditions of this Policy and the Policy remaining in full force and effect on the date of death of the Insured Member after Risk Commencement Date but before the Insurance Cover ceases, the Company shall pay the Sum Assured to the Beneficiary or in absence of the Beneficiary details shall deposit the benefit in the respective bank account of the deceased Insured Member maintained with the Master Policyholder. The Master Policyholder shall disburse the benefit deposited in the deceased Insured Members account to their respective legal heirs and intimate said disbursement to the Insurance Company.

2.2 **Non-Participation in Profits.**

This Policy does not confer any rights on the Insured Member to participate in the profits of the Company.

2.3 **Requirements for Death Benefit claims.**

2.3.1 Within 60 days of a claim for Death Benefit of Insured Member arising under this Policy, the Master Policyholder shall intimate the claim to the Company in writing and shall provide the following documents to the Company to enable the Company to process the claim:

- (a) Original / attested copy of death certificate of the deceased member;
- (b) Completed Death Claim Form duly filled by the Master Policyholder;
- (c) Statement from Gram Panchayat/Village Authority regarding cause/ circumstances of death;
- (d) Medical reports (if applicable);
- (e) Certificate of Insurance;
- (f) Any other document as required by the Company.

2.3.2 Notwithstanding anything contained in Clause 2.3.1 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.

2.4 **Payment of Benefits.**

2.4.1 Payment of all the Benefits as shown in the Schedule shall be subject to receipt by the Company of proof to its satisfaction;

2.4.1.1 of the Benefits having become payable as set out in this Policy; and

2.4.1.2 of the correctness of the age of the Insured Member as stated in the Member Enrollment Form.

2.5 **Mode of payment of Benefits.**

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

2.5.2 The Company shall pay the admissible Benefits and other sums payable under this Policy to the Beneficiary or in absence of the Beneficiary details shall deposit the amount in the respective bank account of the deceased Insured Member maintained with the Master Policyholder, as the case may be through the Company's National Operations Office in Gurgaon. A discharge or receipt given by the beneficiary or deposit of the benefits in the deceased Insured's Members account shall be a good, valid & sufficient discharge of the Company's liability in respect of payment of the Benefits under the Policy in respect of a deceased Insured Member. The Master Policyholder shall submit to the Company a discharge slip from the Beneficiary/Legal heirs of the Deceased Insured Member for the receipt of the Benefits under this Policy.

2.6 **Exclusion:**

2.6.1 **Suicide Exclusion:** If the Insured Member commits suicide for any reason, while sane or insane, at any time within 12 months from the Risk Commencement Date or within 12 months from the date of reinstatement of the lapsed cover then no Benefits shall be payable under this Policy.

2.6.2 **45 days Exclusion:** During the first 45 days from the Risk Commencement Date in respect of an Insured Member or within 12 months from the date of reinstatement of the lapsed cover, the Company shall not be liable to pay any Benefits except in the event of a death claim arising on account of an Accidental Death as defined in Master Policy.

Note: In case the claim is not payable as per clause 2.6, the premium amount paid by the respective deceased Insured Member shall be refunded.

3. **Group Insurance**

3.1 **Basic Requirements.**

3.1.1 This Canara HSBC Oriental Bank of Commerce Life Insurance Sampoorna Kavach Insurance contract is effected by the Master Policyholder. The Master Policyholder shall hold this Policy contract and all Benefits payable hereunder upon trust for the benefit of the Insured Member(s) in accordance with this Policy.

3.1.2 This Master Policy is issued pursuant to a Proposal made to the Company by the Master Policyholder along with such other documents as required by the Company.

3.1.3 The Insurance Cover for each Insured Member under this Policy shall come into effect on the Risk Commencement Date stated against the name of the respective Insured Member appearing in **Annexure I** and will be in force subject to receipt by the Company of all Premiums payable on the Premium Due Date, from the Master

Policyholder. The Master Policyholder may renew the Policy annually and the Company has the right to vary the terms of this Policy effective from the renewal date.

- 3.1.4 In case of death of an Insured Member during the Policy Year, while this Policy is in force, subject to the terms of this Policy, the Sum Assured for such Insured Member shall become payable and shall be paid to the Beneficiary or in absence of Beneficiary details shall be deposited the benefits in the respective bank account of the deceased Insured Member maintained with the Master Policyholder, as the case may be, through the Master Policyholder.

4. **Eligibility Criteria.**

- 4.1 Master Policyholder's *bona fide* members, who satisfy the following eligibility criteria (the "Eligibility Criteria") shall be entitled to become the Insured Member/s under this Policy, if.

- a) Member of Self Help Group (SHG), Joint Liability Group (JLG), Tenant Farmer Group (TFG), Micro Credit Group (MCG).
- b) Aged at last birth date not less than 18 years and not more than 59 years, and
- c) Has a bank account with the Master Policyholder, and
- d) Any other criteria as laid down by the Company from time to time.

- 4.1.1 The Insurance Cover of an Insured Member shall cease on the earliest of the following dates;

- a) Date of death of the Insured Member ;or
- b) Date on which the Insured Member attains the age of Sixty years; or
- c) Date on which the Insured Member ceases to satisfy the Eligibility Criteria or;
- d) Date of end of the insurance cover under this Master Policy.
- e) Date of cover cancellation or surrender of the Insured Member's Cover.

4.1.2 **The Master Policy shall cease on the earliest of the following dates;**

- a)Date of lapse of the Master Policy or;
- b)Date of termination of the Policy by the Master Policyholder or;
- c)Freelook cancellation by the Master Policyholder or;
- d) If all the Insured Member covered under the Master Policy have expired (either have matured/surrendered/terminated).

4.2 **Cessation of Eligibility.**

The Master Policyholder shall promptly notify the Company in writing if an Eligible Member, who has been enrolled as an Insured Member, ceases to be an Eligible Member.

5. Insured Members.

5.1 Particulars of Eligible Members, who have been insured under this Policy, are set forth in **Annexure I** . Such Insured Members shall be eligible for cover under this Policy from the Risk Commencement Date as specified against the respective Insured Member in **Annexure I**.

5.2 An Insured Member who ceases to be an Eligible Member or ceases to fulfill the Eligibility Criteria after his/her enrolment as an Insured Member, shall cease to be an Insured Member, on and from the date he ceases to be an Eligible Member or ceases to satisfy the Eligibility Criteria.

6. Premium.

6.1 Payment of Premiums and Grace period.

6.1.1 This Master Policy is issued subject to the Master Policyholder making prompt and regular payment of annual Premium on each Premium Due Date and it shall be the responsibility of the Master Policyholder to ensure prompt and regular payment of the Premium.

6.1.2 The Company allows 30 days of grace period for payment of Premium which is due for payment under this Policy and if the due Premium is not paid within such grace period, this member cover shall lapse from the due date for payment of the first unpaid Premium. In such a case, the Company shall have no obligation to pay any Benefits to the Insured Member whose member cover has lapsed.

6.1.3 On the termination of the Master Policy by the Master Policyholder or the Insurance Cover in respect of an Insured Member during the term of the Policy, the Master Policy or the Insurance Cover shall be terminated respectively and no amount shall be refunded as consequences of such termination.

7. Forfeiture Provisions.

In issuing this Master Policy, the Company has relied on the accuracy and completeness of the information provided by the Proposer/Master Policyholder and the Insured Member/s and any other declarations or statements made or as may be made hereafter, by the Master Policyholder/ Insured Members. Subject to the provisions of the applicable Regulations including Section 45 of the Insurance Act, 1938, 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 Insurance Cover shall become null and void from commencement, and the

Company shall cease to be liable for any Benefits under this Policy. In such a case, the Company shall also not pay any amounts received under this Policy.

8. **Obligations of the Master Policyholder.**

- 8.1 This Policy is issued on the condition that the Master Policyholder shall provide to the Company correct, complete information of the Eligible Members as are necessary for the Company to make its decision to provide Insurance Cover and provide such other or further information as the Company require. All documents furnished to the Master Policyholder by any Insured Member in connection with this Policy, and other records as may have a bearing on the insurance under this Policy, shall be open for audit/inspection by the Company at all reasonable times.
- 8.2 In the event of any change in the particulars of an Insured Member occurring during a Policy Year, the Master Policyholder shall promptly notify such changes to the Company, in any case within 15 days of occurrence of such change or on the Master Policyholder becoming aware of the same, whichever is earlier.
- 8.3 In the event of an Insured Member ceasing to be an Eligible Member, the Master Policyholder shall promptly notify the Company in writing of the same but in any case within 15 days of that event.
- 8.4 It shall be the responsibility of the Master Policyholder to ensure that the personal information provided about the Insured Member(s) to the Company is accurate and correct. The Master Policyholder shall indemnify and keep indemnified the Company against any and all losses, costs, expenses, actions, claims, proceedings suffered by the Company as a result of the Master Policyholder's failure to carry out and ensure the aforesaid.
- 8.5 The Master Policyholder acknowledges that the Company shall not be liable for any loss of Benefit resulting from errors in or omissions from any information, data or evidence given to the Company or if the Master Policyholder does not remit the Premiums on behalf of the Insured Members as laid down under this Policy.
- 8.6 Where the Master Policyholder is acting on trust for the benefit of the Insured Members, or otherwise, the Master Policyholder acknowledges that it shall take appropriate steps to ensure that the Insured Member(s) are duly informed and reminded from time to time about the Frequency of Premium Payment Premium Due Dates, consequences of nonpayment within the due dates and such other information which is vital for the continuation of the Insurance Cover. The Master Policyholder acknowledges that, while the Company will be liable to the Insured Member under this Policy, the Master Policyholder agrees at all times whether during or after the term of this Policy, to indemnify and keep the Company indemnified from and against any claims, losses, damages incurred/suffered by the Company on account of the Master Policyholder failing to perform/committing a breach of its obligations under this Policy
- 8.7 The Master Policyholder shall explain the contents of this Policy, including the details of the schedules, Annexures, Certificate of Insurance, premium payments and due dates, Benefits etc to the Insured Member(s).

9. **Certificate of Insurance**

The Company shall issue a Certificate of Insurance to the Insured Member evidencing the Insurance Cover provided to the Insured Member in terms of this Policy. It is expressly agreed the contract of insurance evidenced by this Policy is between the Master Policyholder and the Company. It is expressly agreed that the Certificate of Insurance is issued in terms of the Master Policy and it does not create, vest or evidence any independent right or interest in favour of the Insured Member or his/her Beneficiary, in the Policy or the Benefits payable in terms of the Policy.

10. **Age Admission.**

The age of the Insured Member has been admitted on the basis of the declaration made by the Master Policyholder/Insured Member in the member proposal form and/or in any statement or document based on which this Policy has been issued. If the age of the Insured Member is found to be different from that declared, the Company may adjust the Premiums and/or the Benefits under this Policy and/or recover the applicable balance amounts, if any, as it deems fit. The Insurance Cover shall however become void from commencement, if the age of the Insured Member at the Risk Commencement Date is found to be higher than the maximum or lower than the minimum entry age that was permissible under this Policy at the time of its issue and the amounts received under this Policy shall be liable to be forfeited, at the option of the Company.

11. **Assignment.**

This Master Policy and the Benefits payable under this Policy shall not be assigned.

12 **Miscellaneous.**

12.1 **Release and discharge.**

On payment of the relevant Benefits payable under this Master Policy to the beneficiary or by depositing the benefits payable in the bank account of the deceased Insured Member maintained with the Master Policyholder, the Company shall be relieved and discharged from all its obligations under this Policy.

12.2 **Limitation of Liability.**

The **maximum** liability of the Company under this Policy shall not, in any circumstances, exceed the aggregate amount of the relevant Benefits payable hereunder.

12.3 **Review/ Revision:** The Company reserves the right to review, revise, delete and/or alter any of the terms and conditions of this Policy with the approval of the Regulatory Authority.

12.4 **Loan:** No loan is admissible under this Policy.

12..5 Grievance Redressal / Communication of information

Any grievance, complaint, service request, information or instruction to the Company must be in writing and delivered to the address intimated by the Company to the Master Policyholder, which is currently:

Complaints Officer or Claims Unit

Canara HSBC Oriental bank of Commerce Life Insurance Company Limited

Unitech Trade Centre, 2nd Floor, Sushant Lok,

Phase-1, Sector-43, Gurgaon, Haryana - 122009

Email: cru@canarahsbclife.in

Tel No: 1800-103-0003 (BSNL/MTNL); 1800-103-0003

12.6 Taxes, duties and levies and disclosure of information

12.6.1 This Master Policy and the Benefits payable under this Master Policy shall be subject to the Regulations, including taxation laws in effect from time to time. All taxes, duties, levies or imposts including without limitation any sale, use, value added, service or other taxes (collectively "Taxes") as may be imposed now or in future by any authority (collectively "Taxes") on the Premiums and other sums payable to the Company or the Company's obligations under the Policy or the Benefits payable under the Policy or in any way relating to this Policy, shall be borne and paid by the Master Policyholder or the Insured Member as the case may be. The Premium and other sums payable under or in relation to the Policy do not include the Taxes. If, however, the applicable law imposes such Taxes on the Company, then the Company shall have the right to recover the same from the Master Policyholder or the Insured Member.

12.6.2 The persons receiving the Benefits shall be solely liable for complying with all the applicable provisions of the Regulations, including taxation laws, and payment of all applicable Taxes. Except as otherwise required by law, the Company shall not be responsible for any Tax liability arising in relation to this Policy or the Benefits payable in terms of this Policy. In any case where the Company is obliged to account to the revenue authorities for any Taxes applicable to this Policy or the Benefits payable under this Policy, the Company shall be entitled to deduct such Taxes from any sum payable under this Policy, and deposit the amount so deducted with the appropriate governmental or Regulatory Authority.

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

12.7 Notice by the Company under the Policy.

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

12.8 Entire Contract.

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

12.9 Governing Law and Jurisdiction

12.9.1 This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts of law within whose territorial jurisdiction the registered office of the Company is situated.

12.9.2 No action in law or equity shall be brought against the Company to enforce any claim under this Policy, unless the Master Policyholder has filed with the Company a claim together with all the required documents, in accordance with the requirements of this Policy and complied with the requirements of the Company, at least 60 days prior to the institution of such action.

Master Policyholder's attention is invited to Section 45 of the Insurance Act, 1938, which is reproduced below for reference.

Policy not to be called in question on ground of mis-statement after two years.

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 policy-holder and that the policy-holder 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 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.

Insurance is the subject matter of solicitation. Product UIN: 136N022V01

Registered Office: 'Canara HSBC Oriental bank of Commerce Life Insurance Company Limited', 112 JC Road, Bangalore - 560002

National Operations Office: 'Canara HSBC Oriental bank of Commerce Life Insurance Company Limited' Unitech Trade Centre, 2nd Floor, Sushant Lok, Phase-1, Sector-43, Gurgaon, Haryana - 122009

ANNEXURE I

Policy No:

Name of the Insured Member	ID	Gender	Date of birth/age	Occupation	Whether Age Admitted	Sum Assured	Risk Comment Date	Premium Amount	Name of the Beneficiary(s) & relationship to the Insured Member
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