

You get married. You have children. You get them married. You retire.

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Your IndiaFirst Life Insurance Plan

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PROMOTED BY



Disclaimer: IndiaFirst Life Insurance Company Limited, IRDAI Regn No.143, CIN: U66010MH2008PLC183679, Address: 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai - 400 063. Toll free No - 18002098700. IndiaFirst Life Insurance Company Limited is only the name of the Life Insurance Company and IndiaFirst Life Employee Welfare Plan (Product UIN 143N038V02) is only the name of the Life Insurance Product and does not in any way indicate the quality of the contract, its future prospects, or returns. For more details on risk factors and terms and conditions, please read the sales brochure carefully before concluding the sale. Trade logo displayed above belongs to our promoters M/s Bank of Baroda and M/s Union Bank of India and are used by IndiaFirst Life Insurance Co. Ltd under License. Advt. Ref. No.: IndiaFirst Life Employee Welfare Plan/ Policy Document/ E/ 001.

BEWARE OF SPURIOUS / FRAUD PHONE CALLS

- IRDAI is not involved in activities like selling of insurance policies, announcing bonus or investment of premiums. Public receiving such phone calls are requested to lodge a police complaint.

INDIAFIRST LIFE INSURANCE COMPANY LIMITED

Regd. & Corporate Office: 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center,
Western Express Highway, Goregaon (East), Mumbai - 400 063.

To,
XXXX XXXX
Address 1,
Address 2.
Pin code - xxx xxx

DD/MM/YYYY

IndiaFirst Life Employee Welfare Plan - Master Policy No: xxxxxxxx

Dear Customer,

Congratulations! You are now a step closer to helping your employees secure their family's future and we are glad to be a part of this journey with you.

All our products have been designed to be simple and easy to understand, providing true value for money.

We have provided you the relevant information about your policy in this policy document. This document is simple to understand. Please read it carefully to ensure that this is the right policy for your financial needs.

You the Master Policyholder / Member can return your policy document / certificate of insurance if you disagree with any of the terms and conditions within the first 15 days from receipt of your policy document / certificate of insurance, while stating your reasons for the same.

You are required to send us the original Policy document / Certificate of Insurance and a written request stating the reasons for cancellation, post which we will refund the monies directly to the respective account from where premiums/ contributions was received within 15 days of receipt of the request after deducting stamp duty paid and pro rata risk premium.

In case of any communication in respect of the policy; You may contact Us at IndiaFirst Life Insurance Company Ltd, 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai - 400 063. You can also write to Us at customer.first@indiafirstlife.com or contact us on 1800 209 8700.

Thank you once again for choosing IndiaFirst.

Yours truly,

Authorised Signatory

IndiaFirst Life Insurance Company Limited



Insurance Intermediary Details

Name:	
Intermediary Code:	
Telephone No.:	
Address:	
E-mail ID :	



IndiaFirst Life Insurance Company Limited

(Regd.& Corporate Office: 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai - 400 063. Website: www.indiafirstlife.com. Registration No.: 143 Toll Free No.: 1800 209 8700)

XXX _____ (hereinafter called the "Master Policyholder") have by a written Proposal Form dated _____ requested IndiaFirst Life Insurance Company Limited (hereinafter called the "Insurer") to grant the benefits of Life Insurance Cover and deposit administration, under IndiaFirst Life Employee Welfare Plan and as per the Scheme Rules of the (.....name of the scheme.....) Scheme of the Master Policyholder (certified copy of which has been furnished to the Insurer by the Master Policyholder) to the Members whose names have been recorded in the Membership Register maintained by the Master Policyholder.

The Master Policyholder has also furnished to the Insurer statements containing the age and other details of each Member which have been completed and signed by the Master Policyholder on behalf of the Members for whose benefit the Policy hereunder is being effected. The Master Policyholder and the Insurer have accepted and agreed that the said proposal form, trust deed, certified copy of the Scheme Rules along with other statements signed by the Master Policyholder and reports or other documents leading to the issuance of this Policy shall be the basis of the contract of insurance. If any of the details of the Member contained in the statement signed by the Master Policyholder on behalf of the Member are incomplete, false or incorrect, coverage in respect of such Member under the Policy shall be cancelled by Us in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time.

It is further hereby declared that every endorsement placed on the Policy by the Company shall be deemed part of the Policy.

Signed by and on behalf of

IndiaFirst Life Insurance Company Limited

Authorised Signatory

Annexure A: Policy Schedule

I. Master Policyholder Details

Product Name: IndiaFirst Life Employee Welfare Plan (Non-Linked, Non Participating, Fund based Group Life Insurance Plan)	Product UIN : 143N038V02
Master Policyholder Name:	
Address:	
Trustees Name	
Employer Name	
Master Policy No	
Type of Scheme	
Date of Commencement of the Policy	
Contribution Paid	
Current Policy Period	
Annual Renewal Date	
Mode of Premium	
Total number of members covered	

Insurance Intermediary Details

Distributor Name	
Distributor Code/ License Number	
Address	
Contact No	
E-mail ID	

The stamp duty of INR_____ (Rupees in words only) paid by pay order, vide receipt no._____ dated _____.
Government Notification Revenue and Forest Department No. Mudrank 2004/415/CR/690/M-1, dated 31.12.2004

Note: ON EXAMINATION OF THIS POLICY, if you notice any mistake, then, you may contact us for correction of the same. Please read the terms and conditions of this Policy carefully to understand the terms referred to in this Policy Schedule.

PART B

1. Definitions

Below are some words/expressions used in this Policy along with their meaning for your easy reference.

Word/ Expression	Meaning
Age	The Member's Age as on his/her last birthday.
Application Form	The proposal form completed and signed by you, the Master Policyholder based on which we have issued this Policy.
Appointee	The person who receives the proceeds or the benefits under the Policy when the Nominee is less than 18 years of Age.
Annexure	Any Annexure attached to this Policy as amended/ revised from time to time
Business Day	Any usual working day of our corporate office in Mumbai.
Charges	Any fee that may be levied by us from time to time under this Policy with the prior approval of the Regulatory Authority, if required.
Contribution/ Premium	The Contribution payable under this Policy as per Scheme rules.
Cover or Coverage	The Coverage of risk of the Member's unfortunate demise under the Scheme.
Death Benefit	The amount which is payable on the Member's unfortunate demise.
Financial Year	A period of 12 months, starting from 1st April every calendar year and ending on 31st March the following calendar year. Example: 1st April, 2017 to 31st March, 2018 is considered as one Financial Year.
Master Policyholder	Master Policyholder is the trustee or organization that effects this Policy for the benefit of its Members i.e. employees. The Master Policyholder holds the Master Policy.
Member	A new or existing employee associated with you, the Master Policyholder and who fulfils the eligibility criteria. The cover is on the Member's life.
Life Cover Premium	Life Cover Premium means the premium for securing the Death Benefit.
Nominee	The person nominated by the Member to receive the Death Benefit, through you the Master Policyholder.
Policy	The IndiaFirst Life Employee Welfare Plan. It is the entire insurance contract between the Master Policyholder and us.
Policy Commencement Date	The date on which the Policy starts as shown in the Policy Schedule in Annexure A.
Policy Schedule	The Schedule to this Policy attached as Annexure A.
Policy Account Value	Total value of accumulated premiums under the policy, on which the guaranteed minimum interest rate, and non-zero positive interest rate, if any, will be credited and after deducting all withdrawals, payouts made from the Master Policyholder / Member Policy Account
Regulations	The applicable laws as amended from time to time which are applicable to this Policy.
Regulatory Authority	The Insurance Regulatory and Development Authority of India (IRDAI) or such other authority or authorities, as may be designated/ appointed under the applicable laws and Regulations as having the authority to oversee and regulate life insurance business in India.
Scheme	The IndiaFirst Life Employee Welfare Plan, covering employees of the employer/ Master Policyholder or Members of an organized group. In this document, Policy will mean Scheme and may be used interchangeably.

Word/ Expression	Meaning
Scheme Commencement Date	The date on which the Scheme starts as specified in the Policy Schedule.
Sum Assured	The life insurance Cover provided on each Member's life.
Surrender	Terminating or cancelling or withdrawing the Policy.
We, Us or Our	IndiaFirst Life Insurance Company Limited.
You or Your	The Master Policyholder.

Abbreviation

IRDAI: Insurance Regulatory and Development Authority of India

2. Benefits under the Policy

i. Death Benefit

Death Benefit will be the benefit as per scheme rules, subject to availability of the Policy Account Value plus Rs. 5,000.

The Life Cover ceases immediately on a Member leaving the Scheme.

ii. Benefit Payable when a Member exits the Scheme (Retirement/ Resignations/ Early Termination /Vesting)

- Gratuity and Leave Encashment and pre or post-retirement Medical expenses:

Benefit will be payable as per scheme rules, subject to availability of the Policy Account Value.

iii. Benefit Payable on Surrender

You can surrender the policy at any time during the year. Surrender value should be determined by applying market value reduction if any to the account value. Market Value Reduction will also be applicable on Bulk Exit and complete surrender. If in any financial year the accumulated withdrawal amount is more than 25% of the fund at the beginning of that financial year then it will be considered as Bulk Exit. Market Value Reduction will be applicable on withdrawals over 25% of account value at the beginning of the policy year except in case of withdrawals due to death and retirement.

Market value reduction shall be applied only if:

- The assets are earmarked separately for the product;
- The revaluation of assets at the time of market value reduction is carried out on the entire portfolio of assets

Market value reduction shall not apply as long as the total exits from the fund during the financial year do not exceed 25% of the fund value at the beginning of the financial year. As soon as this exceeds 25% of the total fund of the scheme at the beginning of the financial year, MVR shall apply to all exits over and above the amount thus representing bulk exits except those exits that are in accordance of the scheme rules i.e. related to death and retirements.

Market value reduction will apply when the sum of market value of the assets for all schemes under this product is less than the sum of book value of the assets for these schemes as appearing in the scheme accounts. Market value reduction will be expressed as a percentage of fund value and will be calculated by the formula

$$\text{Max} \left(\left(1 - \frac{\text{Market value of assets for all schemes under this product}}{\text{Book value of assets for all schemes under the product}} \right) \times 100, 0 \right)$$

Book value means account value which is calculated as contribution less exits plus Minimum Floor Rate (MFR), non-zero positive additional interest rate and non-zero positive residual additions, if any.

The extent of liability of the insurer is maximum up to the account value of the scheme under pre/post-retirement medical expense fund as per scheme rule

iv. Rider Benefits

There are no riders available under this Policy.

Benefit Table:

Events	How and when benefits are payable	Size of such benefits
Death	Payable immediately on death of the member to the master Policyholder provided the policy is in-force and the membership continues under the scheme at the time of death.	<ul style="list-style-type: none"> - Benefit payable on death is as per scheme rules of the Master policyholder subject to availability of the fund. - An additional benefit of Rs.5,000 per member is payable to the nominee.
Retirement/Maturity	Payable immediately on maturity/retirement provided the policy is in-force and the membership continue under the scheme	<ul style="list-style-type: none"> - Lump sum benefit from the policy account as per scheme rule for defined benefit scheme and individual member policy account value as per scheme rules in case of defined contribution scheme subject to availability of the fund - Under defined contribution scheme in case of additional funding options opted, the total unrecovered additional funding, as mentioned above, will be deducted from the individual member policy account balance before paying the vesting or maturity benefits.
Exit due to Termination of Service/ Early Retirement/ Resignation	Payable immediately on resignation/termination provided the policy is in-force and the membership in-force under the scheme	<ul style="list-style-type: none"> - Benefit payable is the accumulated benefit from the policy account or individual member policy account for DB or DC scheme respectively as per scheme rules of the master policyholder subject to availability of the fund. - Under defined contribution scheme in case of additional funding options opted, the total unrecovered additional funding, as mentioned above, will be deducted from the individual member policy account balance before paying the exit benefits.
Surrender/Termination of the Policy or Bulk Exit	Payable Immediately on surrender or termination/Bulk exit from the policy	<ul style="list-style-type: none"> - There is no surrender charge applicable under this product - Surrender value is the individual member policy account value or policy account value depending on whether the scheme is DC or DB respectively, subject to market value reduction if any. - In case of additional funding options opted, the total unrecovered additional funding as opted, will be deducted from the policy account balance or individual member account before paying the surrender benefits.
Hospitalization or Medical expenses incurred by the member pre or post retirement	Payable immediately on hospitalization or incurred medical expenses by the in-force member under the applicable scheme as per scheme rule	<ul style="list-style-type: none"> - Benefit payable on hospitalization or incurred medical expenses as per scheme rules of the master policyholder subject to availability of the fund

Termination of the Benefit

The Benefit for any Member will terminate/ end immediately and automatically either on payment of the Benefit either in case of death of a Member or on exit of a Member (retired/ resigned/ service being terminated etc.) from his/ her current job or if the Policy is surrendered by You. We will be relieved and discharged from all our obligations relating to that Member on payment of the Benefit. On retirement/ early termination of the member from the organization, the Policy benefit is determined by your Scheme rules. The Policy is terminated only if You, the Master Policyholder choose to terminate the same. The Coverage provided to all Members will cease in this case.

PART D

5. Payment of Premium

- The Contribution / Premium payable under the Policy will be determined as per Scheme rules.
- Minimum initial contribution of Rs. 100,000 is required to start the Scheme.
- Under defined contribution scheme, the contribution(s) may be paid by master policyholder or individual or both as per scheme rules.
- Under defined benefit scheme, the contribution(s) will be paid by Master Policyholder as per actuarial certificate.
- Additionally, the life cover premium will be charged at Re. 1 per 1000 Sum Assured per Member per annum and is same irrespective of the age and gender of the Member.
- In case life cover premium is not received before completion of policy year the life cover will lapse.
- To revive or continue life cover, Master Policyholder or member will pay all due life cover premiums without any interest before the completion of policy year.
- Statutory taxes, levies and duties may be additionally deducted at the then prevailing rates.

4. Modifications to the Policy

The provision of this Policy cannot be changed or varied by the Master Policyholder except with the concurrence of the Company and by a Policy endorsement signed by an officer of the Company authorized for the purpose.

5. Free Look Period

You the Master Policyholder / Member can return this Policy document / Certificate of Insurance if you disagree with any of the terms and conditions of this Policy within the first 15 days from receipt of your Policy document / Certificate of Insurance. You are required to send us the original Policy document / Certificate of Insurance and a written request stating the reasons for cancellation, post which we will refund the monies directly to the respective account from where premiums/ contributions was received within 15 days of receipt of the request after stamp duty paid and pro rata risk premium.

PART E

6. Charges

Charge	Charge Details
Life Cover Premium	Rs. 1 per 1,000 Sum Assured per member per annum irrespective of the age and gender of the member

PART F

7. Nomination as per Section 39 of the Insurance Act, 1938 as amended from time to time

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as an Annexure for reference]

8. Loan or Assignment

Loan benefits under the Policy

No loans are available under this Policy from Us.

Assignment of the Policy

Assignment will be as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of section 38 is enclosed as an Annexure for reference]

9. Making a Claim

Steps to be followed for making a claim

You, the Master Policyholder, will give us a written notice of the claim on the Member's exit. You need to give us all the relevant information in writing to enable us to process the claim as specified in the Policy.

Documents required at the time of making a death claim

1. Completely filled and signed Claim Intimation Form by authorized signatory of Trust
2. Pan Card and copy of cancelled cheque of the Trust
3. Death Certificate for cases where death is the reason for exit

**Any other document or information that we may need to process the claim depending on the cause or nature of the claim. All copies to be self-attested by the Master Policyholder

Payment of Benefits in Indian Rupees

All Benefits and other sums under this Policy are payable in Indian Rupees.

10. Insurance Cover ceases/ ends

The Cover will cease immediately on the happening of any of the following -

- Member attaining retirement age
- Member's demise
- Termination of employment with the employer
- Resignation of the employee/ Member
- Termination of our contract with You
- Membership ceases due to any reason
- Surrendering the Policy
- Free Look Cancellation

11. Notice of new Members and Members who cease their membership

You are required to inform us, in writing, about any new Members joining the Scheme and of Members leaving the group for any reason.

12. Endorsements

The terms and conditions of this Policy cannot be waived or changed except by an endorsement approved and signed by our authorized officials.

13. Change of address

You are required to inform Us in writing, about any change in your address. This will ensure that our correspondence reaches you without any delay.

14. Disclosures

Section 45 of Insurance Act, 1938 as amended from time to time:

- 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.
- 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 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.
- 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 the 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.
- 5) 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.

15. Rights to review, revise, delete or alter the terms and conditions of the Policy

We may review, revise, delete and/ or alter any of the terms and conditions of the Policy with the prior approval of the Regulatory Authority by sending you prior written notice of 30 days.

16. Force Majeure

If due to any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances which are beyond our control and restricts our performance under this Policy, this Policy will be wholly or partially suspended only for such period

17. Issuance of notices

We also have the discretion to issue either individual notices to you or publish general notices on our website.

18. Taxes

This Policy and its benefits are subject to the Regulations and taxation laws in effect from time to time as per Government Tax Laws. Please consult your tax advisor for more information.

19. Governing Laws and Jurisdiction

All claims, disputes or differences arising under or in connection with this Policy will be governed by and construed in accordance with Indian Laws and determined by the Indian Courts.

24. Turn Around Time for various servicing request and claims processing

Policy Servicing TAT's	
Surrender / Termination	15 Days
Freelook Cancellation	15 Days
Request for Refund of Proposal Deposit	15 days
Refund of outstanding proposal deposit	15 days
Maturity/Survival/Death Claims	
Processing of Maturity claim / penal interest not paid	Due Date
Raising claim requirements after lodging the Death claim	15 Days
Death claim decision without investigation requirement	30 Days
Death claim decision with Investigation requirement	120 Days

* Please note there is no maturity / survival benefit payable under this plan.

PART G

21. Grievance Redressal

- a. You may contact us in case of any grievance or complaints at any of our branches or at Customer Care, IndiaFirst Life Insurance Company Ltd, 12th & 13th floor, North [C] Wing, Tower 4, Nesco IT Park, Nesco Center, Western Express Highway, Goregaon (East), Mumbai – 400 063, Contact No.: 1800 209 8700, Email id: customer.first@indiafirstlife.com.
- b. A written communication giving reasons of either redressing or rejecting the grievance will be sent to you within 15(Fifteen) days from the date of receipt of the grievance. In case We don't receive a revert from You within 8 weeks from the date of Your receipt of Our response, We will treat the complaint as closed.
- c. However, if you are not satisfied with our resolution provided or have not received any response within 15 (Fifteen) days, then, you may approach our Grievance Officer at any of our branches or you may write to our Grievance Redressal Officer at grievance.redressal@indiafirstlife.com.
- d. An acknowledgment to all such grievances received will be sent within 3 (Three) working days of receipt of the grievance.
- e. If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Email ID: complaints@irda.gov.in

You can also register your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

Sy. No. 115/1, Financial District

Nanakramguda, Gachibowli

Hyderabad – 500032, Telangana

IRDAI TOLL FREE NO: 18004254732

Insurance Ombudsman

In case you are dissatisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman located nearest to you (please refer to Annexure of List of Ombudsmen or visit our website www.indiafirstlife.com) if your grievance pertains to:

- Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority Act, 1999;
- any partial or total repudiation of claims by the life insurer, general insurer or health insurer;
- disputes over premium paid or payable in terms of insurance policy;
- misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- legal construction of insurance policies in so far as the dispute relates to claim;
- policy servicing related grievances against insurers and their agents and intermediaries;
- issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
- non issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and

any other matter resulting from the violation of provisions of the Insurance Act, 1938 as amended from time to time or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned in clauses above.

The complaint should be made in writing and the same should be duly signed by the complainant or by his legal heirs, nominee or assignee with full details of the complaint and the contact information of the complainant.

As per provision 14 of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made by you or the complainant, within a period of 1 (One) year from the date of rejection of the grievance by Us or after receipt of decision which is not to your satisfaction or after expiry of one month from the date of sending representation to Us if We fail to furnish reply to You provided the same dispute is not already decided by or pending before or disposed of by any court or consumer forum or arbitrator.

Annexure B - List of Ombudsmen

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building , 06th Floor, Tilak Marg, Relief Road, AHMEDABAD - 380001 Tel. 079- 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest Park, BHUBNESHWAR - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Odisha
Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, - Pondicherry Town and Karaikal (which are part of Pondicherry)
Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, GUWAHATI - 781001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe - a part of Pondicherry
Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	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, aizabad, Amethi,Kaushambi, Balrampur, Basti, Ambedkarnagar, ultanpur,Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, JAIPUR - 302 005. Tel.: 0141 - 2740363 Email: bBimalokpal.jaipur@ecoi.co.in	Rajasthan
Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, BENGALURU - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
Patna	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA - 800006 Tel No: 0612-2680952 Email id : bimalokpal.patna@ecoi.co.in.	Bihar, Jharkhand

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
Bhopal	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh & Chhattisgarh
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, CHANDIGARH - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
New Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI - 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
Hyderabad	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
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Annexure - C

Section 38 – Assignment

Assignment in a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

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 authorized 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 policyholder 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 policyholder not later than thirty days from the date of the policyholder 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 the 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 acknowledgement 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
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 policyholder 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 policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy

Annexure - D

Section 39 - Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of them
 the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after the Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

Annexure - E

Section 45 - Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy

whichever is later.

2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

3. Fraud means any of the following acts committed by 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.

4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

List of Ombudsmen

<p>Office of the Insurance Ombudsman - Ahmedabad Jeevan Prakash Building, 06th Floor, Tilak Marg, Relief Road, AHMEDABAD- 380001 Tel. 079- 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in Area of Jurisdiction - Gujarat, Dadra & Nagar Haveli, Daman and Diu</p>	<p>Office of the Insurance Ombudsman - Bhopal Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in Area of Jurisdiction - Madhya Pradesh & Chhattisgarh</p>
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