

Terms and conditions applicable for this Rider The definitions, terms, conditions and exclusions of the PNB MetLife Group Serious Illness Rider mentioned herein are to be read in conjunction with definitions, terms, conditions and exclusions of the base plan to which this rider is attached. Mentioned in the policy terms & conditions of the base plan to which this rider is attached.

PART B - Definitions applicable to Your Policy

Terms defined under the Group Policy shall have the same meaning as ascribed to them in the Group Policy wherever they are used in this Rider. In addition, for the purposes of this Rider, the terms defined below shall have the following meaning ascribed to them whenever used in this Rider wording.

1. **Insured Member** means an **Eligible Member** who is named as a person insured in the **Schedule**.
2. **Policy / Group Policy** means the base Policy to which this Rider is attached.
3. **Rider Premium** means the payments to be made by **You**, to keep the **Rider** in force, in accordance with the frequency and manner of payment chosen by **You** and is the amount as specified in the Group Policy **Schedule**.
4. **Rider** means the insurance cover(s) added to a base product for additional premium or charge. The Group Policy Schedule will specify if any Riders are available and in force under the Group Policy. **Rider Document** means this document, any endorsements issued by **Us**, Annexure and the **Proposal form**.
5. **Rider Premium Payment Term** means the period specified in the **Schedule** for which **Regular Rider Premium** must be paid.
6. **Rider Free Cover Limit** means insurance coverage provided by **Us** based on the risk characteristic of the group under all group/rider policies issued to a Group Policyholder upon satisfying **Our** eligibility criteria. It is the amount as stated in the **Group Policy Schedule**.
7. **Rider Sum Assured** means an absolute amount of benefit which is guaranteed to become payable on happening of insured health related contingency in accordance with the terms and conditions of the Policy
8. **Schedule / Group Policy Schedule** means the schedule as mentioned in the base Group Policy that provides your rider benefits, the terms of the contract and details provided by you, along with all its annexures, if applicable, issued by us for this rider Policy.

3. Part C

Rider features, Benefits & Premium Payment Conditions

3.3.1 Rider Features

MetLife Group Serious Illness is a non-linked, non-participating, one year renewable, group, pure risk, health insurance rider. This **Rider** offers the benefits listed below and is renewable annually along with the base Group Policy. The benefits will be payable subject to the terms and conditions of this **Rider**, including the Regular Rider Premium Payment Conditions set out below.

3.3.2 Serious Illness Benefits

The **Rider** is available in two variants, one of which can be chosen by **You** at inception. The **Schedule** will specify the variant of the **Rider** which is force

These variants are as follows:

1. SI – Additional: If this variant is specified to be in force under the **Schedule**, **We** will pay an additional amount equal to 100% of the **Rider Sum Assured** upon diagnosis of any one of the **Serious Illness Conditions** (as defined below) during the **Rider Term** and when this **Rider** is in full force and effect, provided that the **Insured Member** survives at least 30 days following the diagnosis of such **Serious Illness Condition(s)**. The risk cover under the **Policy** shall continue after settlement of the **Rider Sum Assured**.

2. SI – Accelerated: If this variant specified to be in force under the **Schedule**, **We** will pay such percentage of the **Death Benefit** payable under the **Policy**, as specified in the **Schedule** upon diagnosis of any one of the **Serious Illness Conditions** (as defined below) during the **Rider Term** when this **Rider** is in full force and effect, provided that the **Insured Member** survives at least 30 days following the diagnosis of such **Serious Illness Condition(s)**. The **Policy** will continue with the Death Benefit reduced to the extent of **Rider** benefit settled by **Us**. If subsequently death occurs, the reduced **Death Benefit** will be paid to the **Nominee** under the **Policy**.

The above mentioned payments are subject to both the **Rider** and the **Policy** being in full force for the contracted **Death Benefit** under the **Policy** at the time of the diagnosis.

We will not make payment under this **Rider** more than once in respect of any **Insured Member**.

For the purposes of the Benefits payable under this **Rider**, “**Serious Illness Condition**” means the first time diagnosis of the **Insured Member** with any of the following illnesses or the first performance of any of the following medical procedures/surgeries by a medical practitioner in respect of the **Insured Member**.

1. MYOCARDIAL INFARCTION
(First Heart Attack – Of Specified Variety)

The first occurrence of heart attack or myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

- i. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain);
- ii. new characteristic electrocardiography (ECG) changes;
- iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- i. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.;
- ii. Other acute Coronary Syndromes;
- iii. Any type of angina pectoris.

2. Stroke resulting in Permanent Symptoms

I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced. II. The following are excluded:

- i. Transient ischemic attacks (TIA)
- ii. Traumatic injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

3. Cancer of specified Severity

I. A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukaemia, lymphoma and sarcoma.

II. The following are excluded -

- i. All Tumours which are histologically described as carcinoma in situ, benign, pre-malignant , borderline malignant, low malignant potential, neoplasm of unknown behavior or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- iv. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification.
- v. Chronic lymphocytic leukaemia less than RAI stage 3.
- vi. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;.
- vii. Malignant melanoma that has not caused invasion beyond the epidermis;
- viii. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;

4. OPEN CHEST CABG

The actual undergoing of heart surgery to correct narrowing or blockage in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded:

Angioplasty and/or any other intra-arterial procedures

5. Kidney Failure requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

6. Major Organ/Bone Marrow Transplant

I. The actual undergoing of a transplant of:

- i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II. The following are excluded:

- i. Other stem-cell transplants.
- ii. Where only islets of Langerhans are transplanted

7. Aorta Surgery

The actual undergoing of surgery via a thoracotomy or laparotomy to repair or correct a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

Specific Exclusions:

Traumatic injury of the aorta is excluded.

8. Blindness

1. Total, permanent, and irreversible loss of all vision in both eyes as a result of illness or accident
2. The Blindness is evidenced by:
 - i. corrected visual acuity being 3/60 or less in both eyes or ;
 - ii. the field of vision being less than 10 degrees in both eyes.
3. The diagnosis of blindness must be confirmed and must not be correctable by medical or surgical procedure.

9. Open Heart Replacement or Repair of Heart Valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

10. Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

11. Coma of Specified Severity

- I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - i. no response to external stimuli continuously for at least 96 hours;

- ii. life support measures are necessary to sustain life; and
- iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

II. The condition has to be confirmed by a specialist medical practitioner.

Specific Exclusion

Coma resulting directly from alcohol or drug abuse is excluded.

12. Parkinson's Disease

The unequivocal diagnosis of idiopathic Parkinson's disease by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

- i. The disease cannot be controlled with medication;
- ii. signs of progressive impairment; and
- iii. inability of the Insured Member to perform (whether aided or unaided) at least three of the following six "Activities of Daily Living" for a continuous period of at least six months:

Activities of Daily Living:

- i. Washing: The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- ii. Dressing: The ability to put on, takes off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring : The ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Mobility: The ability to move indoors from room to room on level surfaces;
- v. Toileting : The ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- vi. Feeding: The ability to feed oneself once food has been prepared and made available.

Specific Exclusions:

Drug-induced or toxic causes of Parkinsonism are excluded.

13. Multiple Sclerosis with Persisting Symptoms

- I. The unequivocal diagnosis of definite multiple sclerosis confirmed and evidenced by all of the following:

- a. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis;
- b. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months

II. Other causes of neurological damage such as SLE are excluded.

14. Benign Brain Tumour

I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

- i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

The following conditions are excluded:

- i. Cysts
- ii. Granulomas
- iii. Malformations in the arteries or veins of the brain
- iv. Haematomas
- v. Abscesses
- vi. pituitary tumors
- vii. tumors of skull bones, and
- viii. Tumours of the spinal cord.

15. THIRD DEGREE BURNS

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

3.3.3 Other Rider Exclusions

Notwithstanding anything to the contrary stated herein and in addition to the foregoing exclusions, no Serious Illness Benefit under this **Rider** will be payable if the **Serious Illness Condition** occurs from, or is caused by, either directly or indirectly, voluntarily or involuntarily, due to one of the following:

- Congenital Condition: Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
- Drug Abuse: Insured Member is under the influence of Alcohol or solvent abuse or use of drugs except under the direction of a registered medical practitioner.
- Any condition that is pre-existing at the time of inception of the rider policy
 - Pre-existing Disease means any condition, ailment, injury or disease: That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement
 - For which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the policy or its reinstatement.
- Intentional self-inflicted injury.
- Criminal acts: Insured Member's involvement in criminal and/or unlawful acts with criminal and/or unlawful intent.
- War, invasion, hostilities, (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.
- Nuclear Contamination, the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
- Aviation: Insured Member's participation in any flying activity, other than as a passenger in a commercially licensed aircraft.
- Hazardous sports and pastimes: Taking part or practicing for any hazardous hobby, pursuit or any race not previously declared and accepted by Us.
- Pregnancy: Any complications arising from pregnancy or childbirth.

These exclusions apply in addition to the exclusions listed in the Base Policy, if any.

3.3.4 Waiting Period

No amount shall be payable under this **Rider** in respect of a **Serious Illness Condition** diagnosed within a period of 90 days from the **Date of Inception of the Rider** or effective date of joining for the **Insured Members** whichever is later. The foregoing waiting period is applicable for all new schemes, any new **Insured Member** joining existing schemes and all **Insured Members** of the takeover schemes where a Serious Illness benefit was not provided by the previous Insurer. However, the foregoing waiting period will not be applicable for the continuing members of the takeover schemes if the previous scheme provided for a Serious Illness benefit.

3.3.5 Commencement of Insurance Coverage for Insured Members

- a) Coverage for an Eligible Member shall commence on the later of (i) Effective Date of Coverage or (ii) Date

on which the person becomes an Eligible Member, provided the total Rider Sum Assured under all group policies with Us is less than or equal to Rider Free Cover Limit.

- b) If the total Rider Sum Assured exceeds the Rider Free Cover Limit, insurance coverage up to the Rider Free Cover Limit shall commence on the later of (i) Effective Date of Coverage or (ii) Date on which the person becomes an Eligible Member.
- c) Coverage for amounts above Rider Free Cover Limit shall be subject to underwriting and coverage for such amount shall commence only from the date of written acceptance by Us.
- d) If underwriting cannot be completed due to any reason within the time period specified by Us, or We decline/postpone coverage for the Sum Assured above the Free Cover Limit based on the results of the Underwriting, the Sum Assured of such Insured Member shall be restricted to the Free Cover Limit.

3.4 Rider Premium Payment Conditions

3.4.1 Premium rate

For **Insured Member(s)** with coverage above the **Free Cover Limit**, the final **Rider Premium** rate(s) and **Rider Premium** shall be determined after completion of the **Individual Underwriting** for the **Insured Member(s)**, and such final **Rider Premium** rate shall be applicable only on the **Rider Sum Assured** above the **Free Cover Limit** as stated in the **Schedule.3.4.2 Payment of Premium**

Premiums for this Rider are payable periodically on the Premium Due Date stated in the Schedule. Grace period provisions as applicable for Group Policy shall be applicable for payment of Rider Premiums.

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4. Part D

Rider Servicing Conditions

You are requested to refer to the Rider Servicing Conditions described below before making a request for Rider servicing to Us

4.1 Free Look Period You have a period of 30 days from the date of receipt of the **Rider Document**, whether received **electronically or otherwise**, to review the terms and conditions of this **Rider**. If **You** have any objections to the terms and conditions, **You** may cancel the **Rider** by giving written notice to **Us** stating its reasons for objection and **You** will be entitled to a refund of the **Rider Premium** received subject to a deduction of expenses incurred on medical examination of the **Insured Members** (if any), proportionate risk premium for the period of the cover and the stamp duty charges. All rights under this **Rider** shall immediately stand extinguished at the cancellation of the **Rider**.

4.2 If the **Regular Rider Premium** is paid entirely by the **Insured Member** and the **Insured Member** disagrees with the terms and conditions of the **Rider**, he may cancel his coverage under the **Rider** by giving **Us** a written notice within 30 days of receiving confirmation of coverage, whether received electronically or otherwise, stating the reasons for objection and **We** shall refund the **Regular Rider Premium** received in respect of such **Insured Member** after deducting stamp duty charges, proportionate risk premium for the period of the cover and expenses towards medical examination, if any, for that **Insured Member**.

4.3 Rider Renewal

This **Rider** shall be renewed on mutually agreed terms, on every **Annual Renewal Date** along with the Group Policy. The renewal of this rider is subject to acceptance of cover by the Company and upon payment of premiums at rate and terms determined by the Company.

4.4 Loan

Loans are not available under this **Rider**.

4.5. Termination of the Rider

Coverage under this **Rider** for all **Insured Members** shall terminate on the occurrence of the earliest of the following:

- (a) Expiration as a result of non-payment of **Regular Rider Premium** due within the grace period or non-payment of renewal premiums on the **Annual Renewal Date**.

(b) Termination of the Rider by Master Policyholder:

Master Policyholder may terminate this **Rider** by giving **Us** at least 30 days written notice. If the **Rider** is terminated by master policyholder, 100% of the unexpired **Regular Rider Premium** shall be refunded without interest, provided however in the event of such termination, the **Insured Member(s)** shall have the option to continue the risk cover on an individual basis till the expiry of the coverage.

(c) The **Insured Member's** death;

(d) The date the **Insured Member** ceases to be an **Eligible Member** or resigns / retires / voluntarily withdraws from the membership.

(e) Upon payment of the Rider benefit to the **Insured Member/Nominee**

Any termination of coverage of an **Insured Member** shall be without prejudice to any claim originating prior to the effective date of such termination. In case the **Insured Member** exits the **Rider** by way ceasing to be an **Eligible Member** or voluntarily withdraws from the membership, 100% of the unexpired **Rider Premium** with respect to the **Insured Member** shall be refunded without interest.

Part E

Not Applicable

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Part F

General Terms & Conditions

The following general terms and conditions are applicable to Your Rider.

1. Non-assignment of Benefits

The benefits payable hereunder are strictly personal and cannot be assigned, charged or alienated in any way by the **Insured Members** or the **Nominees** or any other persons.

2. Nomination

Nomination shall be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time.

3. Taxation

Any tax benefits under the **Rider** shall be in accordance with the prevailing laws relating to taxation in India and any amendments thereto from time to time. **We** reserve the right to deduct charge or recover taxes or applicable duties in accordance with applicable law from any payments received or made under or in relation to the **Rider**. Tax benefits are subject to change.

4. Claims Procedure

We will not be obliged to make any payment of the Serious Illness Benefit under this **Rider** unless and until **We** have received all of the information and documentation **We** request, including but not limited to:

- a. Duly filled and signed Claim form
- b. Photo identity proof & Current address proof
- c. PAN Card/ Form 60 of the life assured
- d. Cancelled cheque / Copy of bank passbook
- e. Critical Illness Claim Doctor's Certificate (From the family physician or treating doctor) preferably in the standardized PNB MetLife format.
- f. Discharge Summary confirming the surgery undergone/diagnosis of ailment.
- g. Current and past medical records for any treatment taken.
- h. Inpatient medical records such as admission notes progress sheets from hospital
- i. First Consultation notes of Life Assured pertaining to treatment

Note - The company has the right to ask for additional documents deemed necessary to decide the claim which do not form part of the above-mentioned list.

You shall submit all the above documents within 45 days of the occurrence of the claim incidence. **We** shall consider submission of the above documents beyond 45 days but not later than 90 days from the occurrence of the claim incidence if there are valid reasons for such a delay on **Your** part.

Subject to **You** submitting all the documents as mentioned above within 45 days of the occurrence of the claim incidence or within the permitted extended timelines provided above, **We** shall pay the claim amount within 15/45 days from the date of receipt of the last of the documents as mentioned above, depending on the claims not warranting / warranting investigations, failing which **We** shall pay interest on the claim amount to **You** at

the rate of 2% more than the prevailing bank rate for savings accounts prevalent at the beginning of the financial year in which the claim has been reviewed by Us.

5. Address for communications

All notices and communications with respect to this **Group Policy** shall be sent to **Us** at following address:

PNB MetLife India Insurance Co. Ltd,
1st Floor, Techniplex -1,
Techniplex Complex, Off Veer Savarkar Flyover,
Goregaon (West), Mumbai – 400062,
Maharashtra
Call us Toll-free at 1-800-425-6969,
Visit our Website: www.pnbmetlife.com,
Email: indiaservice@pnbmetlife.co.in

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Part - G

GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS

Grievance Redressal Mechanism

In case you have any query or complaint or grievance, you may approach our office at the following address:

Level 1

For any complaint/grievance, approach any of our following touch points:

- Call 1800-425-69-69 (Toll free)
- Email at indiaservice@pnbmetlife.co.in
- Write to

**Customer Service Department,
1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover,
Goregaon (West), Mumbai – 400062.**

- Online through our website www.pnbmetlife.com
- Our nearest PNB MetLife branch across the country

Level 2:

In case you are not satisfied with the resolution provided by the above touch points, or have not received any response within 2 weeks, you may

- Write to our Grievance Redressal Officer at gro@pnbmetlife.co.in or
- Send a letter to

**Grievance Redressal Officer
PNB MetLife India Insurance Co. Ltd,
Unit 302, 3rd Floor Tower 3
Worldmark, Maidawas Sector 65, Gurugram, Haryana - 122018**

Please address your queries or complaints to our customer services department, on the address referred above, who are authorized to review your queries or complaints and address the same. Please note that only an officer duly authorized by PNB MetLife has the authority to resolve your queries or complaints. We shall in no way be responsible, or liable, or bound by, any replies or communications or undertakings, given by or received from, any financial advisor or any employee who was involved in selling you this Policy.

Level 3:

In case you are not satisfied with the decision from above offices or do not receive a response from us within 15 (fifteen) days, you may contact the the Bima Bharosa Shikayat Nivaran Kendra on the following contact details:.

- Online: You can register your complaint online at <http://www.igms.irda.gov.in> or refer [IRDAI website for more details.](#)
- By Post: You can write or fax your complaints to
Consumer Affairs Department
Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032, Telangana
- By E-mail: E-mail ID: complaints@irda.gov.in
- By Phone: 1800 4254 732

In case You are not satisfied with the decision/resolution, You may approach the Insurance Ombudsman at the following link: <https://www.cioins.co.in/Ombudsman> or refer the Group Policy document , if Your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy;
 - Delay in settlement of claim;
 - Dispute with regard to premium; or
 - Misrepresentation of terms and conditions of the Policy;
 - Policy servicing related grievances against Us or Our agent/intermediary;
 - Issuance of Policy in non-conformity with the proposal form;
 - Non-issuance of Insurance policy after receipt of Premium or
 - 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 the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned above.
- 1) The complaint should be made in writing duly signed by You, Nominee, Assignee or by Your legal heirs with full name, address and contact information of the complainant, the details of Our branch or office against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. As per Rule 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the insurance ombudsman can be made if the complainant makes a written representation to Us/Insurer and files the complaint, within one year
- after the order of the insurer rejecting the representation is received; or

- after receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer fails to furnish reply to the complainant .
- 2) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- 3) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

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