

LIFE INSURANCE CORPORATION OF INDIA

AND

LABOUR DEPARTMENT, CHHATTISGARH STATE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 28th day of May 2018 between **Life Insurance Corporation** of India having their Corporate office at Yogakshema, Jeevan Bima Marg, Nariman Point, Mumbai – 400 021, hereinafter referred to as "**Corporation**", (which expression and the expression "**LIC of India**" shall, unless repugnant to the context or meaning thereof mean and include their respective heirs, successors, administrators and assigns) on the first part represented by Divisional Manager, P& GS Unit, Raipur

And

Labour Department Chhattisgarh State having their office at Indravati Bhavan, Naya Raipur Chhattisgarh (hereinafter referred to as "**nodal agency**" which expression and the expression "**Labour Department**" shall unless repugnant to the context, or meaning thereof be deemed to mean and include its nominees to the context specified herein and their respective, heirs, executors, administrators and assigns) on the second part being represented by Labour Commissioner Chhattisgarh State

"LIC of India" and "Labour Department Chhattisgarh State" are hereinafter collectively referred to as "Parties" to this memorandum of Understanding

BACKGROUND

Life Insurance Corporation of India has been carrying on the business of life insurance in accordance with the Life Insurance Corporation Act 1956 (Act 31 of 1956). It has also been providing insurance cover to the socially and economically backward classes with a view to reaching all insurable population in the country and providing them financial cover against death, at a reasonable cost.

Having been entrusted with the responsibility by the Central Government, Corporation has been administering the social security life insurance scheme of the government of India named "Aam Admi Bima Yojana" (Mentioned in Schedule 1 of The Unorganized Workers' Social Security Act, 2008). Aam Admi Bima Yojana is basically a Group Term Insurance Scheme. Under this scheme an amount of Rs.30,000 or Rs.75,000 is paid to nominee on natural death or accidental death as the case may be, of the enrolled member, who is the head of the family or one earning member of the family in the age group of 18 to 59 years, engaged in any of the different forty-eight occupations as notified by the government from time to time and living below poverty line or marginally above poverty line. An amount of Rs.75,000 is also paid to the



enrolled member on the total permanent disability due to any accident or Rs.37,500 on partial permanent disability due to any accident

And, Government of India launched two insurance schemes on the 9th of May 2015, namely Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY, referred herein after as 'Universal PMJJBY' to differentiate it from the 'Converged PMJJBY') which provides a life insurance cover of Rs.2,00,000 to people in the age group of 18-50 and, Pradhan Mantri Suraksha Bima Yojana (PMSBY) which provides a cover of Rs.2,00,000 against death or total permanent disability due to any accident and a cover of Rs.1,00,000 against partial permanent disability due to any accident for people in the age group of 18-70. These two schemes are operated through banks and insured persons are account holders of a bank. The premium for PMJJBY is fixed as on date at Rs.330.00 and the same for PMSBY is fixed as on date at Rs.12.00 and the premium for the respective schemes is debited from the respective bank accounts against a consent and a mandate for the same.

And Now, whereas the Central Government decided to converge the extant scheme of Aam Admi Bima Yojana with PMJJBY for the beneficiaries in the age group of 18-50,

And whereas the Department of Financial Services, Ministry of Finance, Government of India (DFS, MOF, GOI) issued instructions regarding convergence of AABY with PMJJBY vide their letter Ref: F. No. 12011/11/2015-Ins. II dated 01/05/2017 dealing with Life Insurance cover and Accident Insurance cover as per Annexure "A" attached here

And whereas the said instructions of Government of India, contain a provision for continuing the existing AABY for the existing members in the age group 51-59 and converge the AABY scheme for members in the age group 18-50 with PMJJBY,

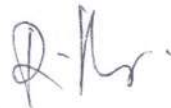
And whereas in pursuance of the directions of the Cabinet Secretariat, the Aam Admi Bima Yojana (AABY) (Entire Scheme) has been transferred to Ministry of Labour and Employment from Department of Financial Services, Ministry of Finance, vide Order no. I-13017/1/2014-Ins. I dated 21/06/2017,

And whereas the Ministry of Labour and Employment (MOLE) has issued Order F. No. M-21015/02/2017-RW dated 13/11/2017, followed by two additional Orders F. No. M-21015/02/2017-RW dated 08/12/2017 and F. No. M-21015/02/2017-RW (Part 3) dated 06/02/2018 specifying the Rules and Regulations of Converged Schemes for State Government and UT Administrations. (Annexure B1, B2, B3)

And whereas the Orders specify guidelines for converging the extant schemes of Aam Admi Bima Yojana (AABY) as run in several States (under different names) with PMJJBY, as well as providing for fresh enrolment of beneficiaries under converged PMJJBY,

And Whereas, the said orders divide the beneficiaries of the existing schemes of AABY into two parts, one with members in age group of 18 - 50 years and the other in 51 - 59 years.

And whereas in the said orders the AABY Scheme for age Group 51 years (Nearer Birthday) to



18 years (Nearer Birthday) is named as "Converged AABY" and, the PMJJBY Scheme for age Group 18 years (Completed) to 50 years (Nearer Birthday) is named as "Converged PMJJBY"

And whereas, the said orders provide for fresh enrolment of the eligible identified beneficiaries into 'converged PMJJBY' and, do not provide for any fresh enrolment into the 'converged AABY',

And whereas the members in age group 51 to 59 who have hitherto been covered under AABY will continue in the existing format of AABY under 'converged AABY' for a premium of Rs.200/- per annum per member where, Rs. 100/- is borne by the Social Security fund (SSF) managed by LIC and, Rs. 100/- contributed by the nodal agency with no provision of any addition of new members in future.

And whereas, the Aam Admi Bima Yojana contained in-built benefits payable on an accident and, whereas the stand alone Universal PMJJBY as launched by the central government does not provide for any benefits payable on an accident and, whereas in the meeting of the COS dated 24th March 2017 it was decided that none of the benefits as existing in AABY would be removed on convergence with PMJJBY,

In order therefore that, to extend the benefits payable on an accident as has been done in case of AABY on convergence with universal PMJJBY, instructions of Government of India ref: F.No. 12011/11/2015-Ins. II dated 01/05/2017 provide for a tie up between LIC of India and any other general insurance company for extending the cover from the risk of death or disability due to accident through the scheme of PMSBY to the members of AABY as stand converged to PMJJBY,

And whereas, LIC of India in pursuance of said orders tied up with New India Assurance Company vide Memorandum of Understanding (MOU) dated 22/06/2017 to provide PMSBY cover to the members of the schemes of Converged PMJJBY as well as Converged AABY,

And whereas, the Nodal Agency, as eligible to act as a Nodal Agency as per the Provisions of the Orders issued by the Ministry of Labour & Employment (MOLE) vide their reference no F. No. M- 21015/02/2017-RW dated 13/11/2017 and order F. No. M- 21015/02/2017-RW (Part 3) dated 06/02/2018 was having AABY Master Policy for providing Insurance Coverage of members of the Group as per rules of AABY (~~strike out the underlined sentence if Nodal Agency is not having AABY Policy~~) and has decided to provide insurance cover under converged PMJJBY / PMSBY / converged AABY (If Applicable as per Scheme Rules) to the identified beneficiaries as per scheme rules as defined under above Orders of MOLE, annexed as B1, B2, B3.

And whereas, the above specified letters / Orders issued by Department of Financial Services, Ministry of Finance (DFS, MOF), Government of India and Ministry of Labour and Employment (MOLE), MOU entered by Corporation with New India Assurance Company and any further orders / guidelines that may be issued by DFS, MOF or MOLE, Government of India shall become the base of this MOU.

And whereas, the nodal agency Labour Department Chhattisgarh State having been qualified to act as a nodal agency as per the orders issued by the Ministry of Labour referred above and,



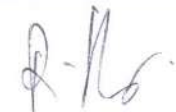
Following decided to converge their existing insured members under AABY with PMJJBY and, having decided to enroll new eligible members into the scheme of converged PMJJBY,

The parties hereto are therefore desirous of recording the terms and conditions of their agreement in writing.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSTH AS UNDER:

A. Eligibility / Premium / Benefits under the Schemes:

1. The eligibility conditions of the members, premium and benefits payable for Age Group 18 to 50 under the Converged PMJJBY scheme will be strictly as per Orders of MOLE, annexed as B1, B2, B3. Age of the member to become eligible for Converged PMJJBY should be between 18 years completed and 50 years (Nearer Birthday). The total premium for both the benefits under the converged PMJJBY/PMSBY is Rs.342/-. Fifty percent of that at Rs.171/- is paid by the nodal agency and other fifty percent of Rs.171/- is contributed from the Social Security Fund (SSF) as maintained by LIC of India.
2. Existing Aam Admi Bima Yojana Scheme will continue in the name of Converged AABY as a closed scheme for members in Age Group 51 to 59. The Rules of existing Aam Admi Bima Yojana are applicable to Age Group 51 to 59 subject to modifications as per Orders of MOLE, annexed as B1, B2, B3. The prominent modifications are as detailed below:
 - a. Nodal Agency shall mean Central Ministerial Department / State Government / Union Territory Department / Agencies / Cooperative Societies as defined under para 8 (b) of the Order annexed B1 and State Government designated Non-Governmental Organizations as defined under para IV of Order annexed B3
 - b. The policy year of Scheme is from 01st June of every year to the 31st May of the next calendar year.
 - c. Fifty percent of the contribution towards premium should be paid by Nodal Agency only.
 - d. Performance of Individual Group will not be reviewed to increase or reduce the premium rates under the scheme. Overall Claims under the Scheme would be considered to decide the revision in premium under the scheme.
 - e. Sum Assured under the Scheme is fixed and cannot be altered.
 - f. Nodal Agency may also opt for cover under PMSBY Scheme for members covered under Converged AABY by paying full premium of Rs. 12/- towards PMSBY. The total premium payable by the Nodal Agency in such case would be Rs. 112/- per member per annum
 - g. The scheme is only for members of existing AABY and Age of the member should be from 51 years (nearer Birthday) to 59 years (Nearer Birthday). Other eligibility conditions are strictly as per orders issued by the central government from time to time.
 - h. This will be a closed Scheme with no new entrants allowed.



- i. Data of the member should include Aadhar Card number, Mobile number, Bank Account details in addition the existing data required under erstwhile AABY Scheme. The data Structure should be as per Order F. No. M-21015/02/2017-RW dated 13/11/2017 by the Ministry Of Labour and Employment.
 - j. Age admission will be done based on Aadhar or any other document as specified in the orders annexed B1, B2, B3 by Ministry of Labour and Employment.
 - k. Payment of Claims will be made only through DBT as notified by the Ministry of Labour and Employment vide their order F. No. M-21015/02/2017-RW dated 8th December 2017.
 - l. A unique policy number shall be allotted by the Corporation and the individual members shall be allotted unique id.
3. The Annual Renewal date for the Converged PMJJBY/PMSBY/Converged AABY Scheme will be 1st June every year. The Premiums payable under this Policy for each year shall fall due on the Annual Renewal Date.
 4. The premium payable shall be total sum of money payable as premium per head in respect of all the individual Members insured with the nodal agency.
 5. A member shall be admitted to the Benefits of this Policy with effect from the date of his admission as a Member as per the Rules and the Nodal Agency shall advise the Corporation to this effect and furnish the relevant particulars of the Insured Member. Full amount of premium for the year in respect of member is payable irrespective of date on which member is admitted to the Scheme.
 6. The premium under above schemes does not include any taxes like GST as on date. However Nodal Agency undertakes to pay the taxes on premium if imposed by Taxation Authority as applicable in future.
 7. A grace period of 30 days is allowed for the payment of premium falling due on every Annual Renewal Date. If the Nodal Agency fails to pay the premium within this period or if they give written notice to the Corporation of discontinuance of the Policy, this Policy will terminate on the last day of the policy year. If the Nodal Agency does not renew this Policy on any Annual Renewal Date by paying the premiums then falling due, they may resume payment of the premium only with the consent of the Corporation and subject to such conditions as may be prescribed by the Corporation. The Corporation will charge the interest at the then prevailing rates as applicable which shall not be less than 9 percent on delayed payment. The Corporation will not be responsible for payment of Claim that may arise during intermittent period. The intermittent period for this purpose is the time between the date of payment of premium and the preceding 1st June of the same year where, such period exceeds 30 days.
 8. Lien Clause as specified in the Order of the Ministry of Labour & Employment dated 13th November 2017 shall be applicable to Converged PMJJBY. A lien is a measure to protect the members of a group from anti-selection. Under the said Lien clause, the claim benefit shall not be available for deaths (other than due to accident) occurring during the first 45 days from the date of enrolment.
 - a. The lien clause shall also apply to members who exit the scheme after some policy year (s) and re-join the scheme subsequently.



- b. However, such a lien clause shall not apply to
- i. The existing members of AABY who are converging into PMJJBY / Converged AABY.
 - ii. The members who join the scheme from the date of commencement of the scheme.
9. If any member is found to be ineligible by the criterion of age etc, no risk is covered and the risk premium received shall be liable to be forfeited.
10. In case of Converged PMJJBY, eligibility criteria of age and Termination of Assurance on the life of Member shall be strictly as per Order F. No. M-21015/02/2017-RW (Part 3) dated 06/02/2018
11. The Assurances effected under these schemes will not acquire any Surrender or Paid-up Values.
12. The benefits assured hereunder are strictly personal and cannot be assigned, charged or alienated in any way, whatsoever, by the Insured Members.
13. An Assurance effected hereunder shall be rendered null and void in the following events and all moneys paid in respect of that Assurance shall belong to the Corporation.
- (A) If any conditions herein mentioned of any endorsements made hereto are contravened, AND
- (B) If it is proven that an untrue, incorrect averment or misstatements made or material information is suppressed in the proposal, statements
- OR
- (C) Any other information relating to the Assurance or that any of the particulars referred to above has not been truly and fairly stated; provided however, the Corporation may, at its sole discretion grant relief to such conditions as the Corporation may prescribe.
14. Nodal Agency shall provide the data of eligible members to be included in the scheme to provide insurance coverage to LIC of India in the desired format.
15. Nodal Agency shall remit its share of the premium to LIC for total number of members for providing insurance protection.
16. LIC of India will validate the data and insert the data in IT system. LIC will be responsible for processing the claims under converged PMJJBY and converged AABY and making payment of claims as per scheme rules in respect of such members which are validated as per eligibility criteria of the Scheme.
17. Nodal Agency has an option to provide coverage under PMSBY to its members covered under Converged AABY. In such case Nodal Agency has to remit additional premium share of Rs.12/- per person per annum to the LIC of India. In view of this total premium share payable by Nodal Agency would be Rs. 112/- under Converged AABY.

18. In case of Accidental and Disability claim under PMSBY, Nodal Agency may directly submit the Claim Form to New India Assurance Company at following Address to ensure expeditious processing of Claims :

Building: to be informed at a later date

Street: to be informed at a later date

District: to be informed at a later date

State: to be informed at a later date

E-Mail: to be informed at a later date

Contact Details: to be informed at a later date

19. Keeping in view the operational requirements if LIC of India introduces any infrastructural interface like a new information technology platform or introduces any web-enabled servicing solution to the portfolio of social security, the nodal agency will cooperate with LIC of India by its compliance. However, LIC of India shall give prior notice for such an intervention.

20. The Corporation may vary the rates, terms, conditions and provisions of this Scheme upon giving to the Nodal Agency one month notice in writing. Such variation shall apply to all Assurances with effect from the Annual Renewal Date coincident with or next following the date of expiry of notice.

21. As these Schemes of Converged AABY and Converged PMJJBY are not new Schemes as per MOLE orders annexed B1, B2, B3, this MOU is based on DFS letter Ref: F.No. 12011/11/2015-Ins. II dated 01/05/2017 and orders annexed B1, B2 and B3 from Ministry of Labour and Employment. In case of any doubt, the interpretation and decision by the Ministry of Labour and Employment, Government of India shall be binding on both the parties.

22. No commission or Administrative Expenses are payable from or to either party for implementation and administration of the Scheme.

23. As the Scheme Converged PMJJBY is not new Scheme, the premium payable is subject to revision based on the revision in premium under PMJJBY and PMSBY based on the review of Scheme of PMJJBY and PMSBY as per guidelines of Government of India.

B. Claim Settlement Procedure:

Normal death Claims under Converged AABY / Death Claims due to any cause under Converged PMJJBY

The death claims under the scheme will be settled by the designated P&GS Unit of LIC by making direct payment to the beneficiaries through DBT as defined by the Ministry of Labour & Employment in their order F. No. M- 21015/02/2017-RW dated 08/12/2017. In the event of death of the member during the period of coverage and while the policy is in force, his/her nominee / legal heir will have to make an application along with Death certificate for payment of claim amount to the designated official of the Nodal Agency. The designated official of the Nodal Agency shall verify the claim papers and

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submit the same along with the death certificate and a certificate that the deceased member is eligible for benefits under the scheme. Nodal Agency shall submit along with the application, the following requirements:

1. Claim Form duly completed in all respects specifying LIC ID / Member ID and Aadhar number of the deceased.
2. Certified copy of death certificate (Certified by nodal agency)
3. Certified copy of Age Proof - Aadhar Card of member or any other age proof as per section 7 of Aadhar Act.(Certified by nodal agency)
4. Certified copy of Passbook of nominee or cancelled cheque leaf containing the name of account holder and IFSC code of the bank for verifying bank account details of nominee (Certified by nodal agency)
5. Certified copy of Aadhar Card of the nominee / claimant for Aadhaar- enabled payments.
6. Any other document as may be called for by the LIC.

Accidental deaths and disability claims under Converged PMJJBY/PMSBY and Converged AABY:

Accidental death claim / Disability claim payment under PMSBY will be made by New India Assurance Company through their designated Regional / Divisional Offices as per their rules. The designated Divisional Offices of New India Assurance Company are mapped to LIC of India Offices.

Nodal Agency has to submit separate set of claim forms along with the required documents. One set of Claim form should be submitted to Designated P&GS unit of LIC. Another set of claim form should be submitted to mapped office of New India Assurance Company. On receipt of claim papers (Separately for Accidental Death as per the formats of New India Assurance Company) at New India Assurance Ltd., they will process the claim as per rules of the scheme. New India Assurance Company will then communicate with Nodal Agency regarding requirements if any for settlement of Claim. P&GS unit of LIC of India shall also guide the nodal agency to forward the Claim papers to the mapped office of New India Assurance. As regards to Disability Claim, nothing is payable from LIC of India. Nodal Agency should forward Claim papers of Disability claim to New India Office as stated above.

The settlement of accidental death and disability claims shall be processed by the New India Assurance Co Ltd as per their rules. LIC of India's role will be limited to passing on the data of insured members to New India Assurance Co Ltd as provided by the nodal agency along with the premium as paid by the nodal agency and matching subsidy from SSF.

Accidental deaths and disability claims under Converged AABY:

LIC of India shall be processing the accidental death and disability claims appertaining to the converged AABY scheme, whereas, the claims arising out of the optional PMSBY shall be processed by New India Assurance Co Ltd as detailed above.



In case of Accidental death claim and Disability claim under New Converged AABY, In addition to requirements stated above; following documents to be submitted for processing of Claims at LIC of India

- i) Copy of FIR
- ii) Post Mortem Report
- iii) Police Inquest Report
- iv) Police Conclusion Report / Final Report of Police.
- v) Any other document as may be called for by the LIC depending upon the nature of accident.

In case of Permanent total / partial disability benefits the claimant / Nodal Agency has to submit documentary evidence of the accident, as also the Medical certificate from a Government Civil Surgeon or qualified Government Orthopedic physician certifying permanent total/ partial disability due to accident, stating loss of limb/s of the member covered under the scheme.

Every member shall appoint a nominee to receive the claim amount after his/her death. Nomination form is a part of the membership application form and it should include particulars of the nominee to receive the claim amount. Nodal Agency has to ensure that this procedure is followed without fail so that there is no difficulty at the time of settlement of death claims. The Nomination form will be kept in the custody of the Nodal Agency and name of the nominee will be stated in the Claim form by the nodal agency while submitting the death claim.

De-Duplication of Claim:

One part of the premium in respect of member is contributed through Social Security Fund created by the central government, claim on death is payable only once under the Social Security Scheme in respect of insured member. There can be a possibility of two nodal agencies enrolling the same member for their respective schemes. It is advisable that the nodal agency while enrolling may take a declaration from the member regarding other similar enrolments.

De-duplication exercise will be done at the time of settlement of claim to weed out possibility of payment of multiple claims on the life of single insured person under Social Security Scheme. The premium paid for multiple times in respect of such member will stand forfeited.

C. CONFIDENTIALITY AND TRANSFERENCE OF INFORMATION

The Parties to this MOU mutually agree that they shall not use any information, systems or records made available by either party for any purpose other than to fulfill the obligations specified herein. The parties specially agree to be bound by the same standards of confidentiality and transference that apply in the implementation of the



scheme. The parties specially agree to comply with Central laws and regulations applicable to the schemes under this MOU.

D. Grievance Redressal mechanism:

The nodal agency/claimant can write to the Zonal Manager at the following address under whose jurisdiction the designated unit of P&GS department is authorized to settle the claims under the Converged PMJJBY or the Converged AABY as the case may be, in case of any dispute with regard to the settlement of claims.

The nodal agency/claimant can also address the Executive Director (P&GS), LIC of India Central Office, "Yogakshema" Jeevan Bima Marg, Mumbai 400021 in case of any dispute with regard to the settlement of claims.

For redressal of claims related grievances, claimants can also approach Insurance Ombudsmen who are appointed by Government of India for providing low cost and speedy arbitration to customer.

Note: In case, you have any complaints/grievances you may approach Grievance Redressal Officer/ Ombudsman whose address is as under

Address of Zonal Manager LIC of India: 60 – B Arera Hills, 'Jeevan Shikha', Hoshangabad Road, P. B. No. 28, Bhopal 462011. Email: cz_zmsectl@licindia.com

Address of Insurance Ombudsman: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.: -0755-2769200/201/202 Fax: -0755-2769203
Email: - bimalokpalbhopal@gbic.co.in

E. COMPLIANCE WITH CENTRAL LAWS, RULES AND REGULATIONS IN FOR TIME BEING

Either party to this MOU shall agree to comply with Central Rules, regulations, and auditing standards which are applicable to this MOU. **All the Assurances under the scheme shall be governed by the scheme rules issued under the said Scheme.** They shall be subject to Indian Laws including the Indian Insurance Act, 1938 as amended, the Life Insurance Corporation Act of 1956, Regulations issued by IRDAI, any laws or rules that govern the operation of this MOU and to any legislation subsequently introduced. The benefits payable by the Corporation and New India Assurance co Ltd under the Scheme arising out of death or accident of any insured members shall be payable in Indian Rupees only.

F. Jurisdictions:

Either parties to this MOU shall resolve any dispute between the Parties concerning the role and responsibilities under or performance of any of the terms this MOU which are mutually agreed upon by appointing an 'Arbitrator' which can be the Ministry of Labour and Employment who is agreed by both Parties.



Entry of MoU

All terms and conditions of this MOU are embodied herein. No other terms and conditions will be considered as part of this MOU unless expressly agreed upon in writing and signed by both the Parties. The MOU will remain in force as long as the Central Government continues the Scheme.

Definitions

For the purpose of this Memorandum of Understanding, the following words and expressions shall, unless repugnant to the contrary, have the following meanings:-

- a. The '**Scheme**' shall mean the "GROUP INSURANCE SCHEME – AABY, PMJJBY, PMSBY, Converged PMJJBY, Converged AABY
- b. "**Eligible Members**": As defined in the scheme Rules.
- c. "**Nodal Agency**" shall mean The Nodal Agency as per Order F. No. M- 21015/02/2017-RW dated 13/11/2017 and Order F. No. M- 21015/02/2017-RW (Part 3) dated 06/02/2018 by the Ministry of Labour & Employment. The departments or ministries of the Central and the State governments are authorized to identify, enroll the beneficiaries and administer the schemes.
- d. "**The Corporation**" shall mean the Life Insurance Corporation of India established under The Life Insurance Corporation Act 1956 (Act 31 of 1956)
- e. "**Data of eligible Members**" shall mean the data containing the details of the eligible member covered under the Group Insurance Schemes: CAABY / CPMJJBY / PMSBY.
- f. "**The Assurance**" shall mean the particular Assurance to be effected on the life of the Member.
- g. "**The Member**" shall mean the eligible person whose name has been entered in the data of eligible members kept by the Nodal Agency and who satisfies the conditions of eligibility as per scheme rules.
- h. "**NIA**" means The New India Assurance Company Ltd, which is a public sector General Insurance Company operating with its head office in Mumbai
- i. **Names of the Schemes:**

PMJJBY : Pradhan Mantri Jeevan Jyoti ^{Bima} Yojana – referred as the Universal PMJJBY
PMSBY : Pradhan Mantri Suraksha Bima Yojana
AABY : Aam Admi Bima Yojana

R. N.

Signature and Prefoma

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year written.

signed and delivered by within named

for and on behalf of

Name of Unit in-Charge

Designation



LIFE INSURANCE CORPORATION OF INDIA

[Signature]

Divisional Manager, Raipur Unit

in the presence of Jay Kumar

Regional ^{Zone} Manager (P&GS) LIC, Central Zone

signed and delivered by within named

for and on behalf of (Name of Nodal Agency)

Labour Department Chhattisgarh State

R. SHANGEETHA
LABOUR COMMISSIONER.

Name of Designated Officer of Nodal Agency

Designation of Officer and Seal of Nodal Agency

R. Shangeetha
Labour Commissioner
28/5/18

in the presence of PADUM SINGH ALMA
Add. Commissioner Labour

[Signature]
28/5/18



dated 28th May 2018 in Naya Raipur.

SERVICE LEVEL AGREEMENT

This Service-Level Agreement (hereinafter called this "Agreement" or this "Service-Level Agreement"), effective as of 01/06/2018 is made by and between Department of Labour, Government of Chhattisgarh, Raipur (hereinafter called "Labour Department") and Life Insurance Corporation of India, Raipur (hereinafter called "The Corporation").

WHEREAS, the Parties have entered into a Memorandum of Understanding (hereinafter called MOU) dated 28/05/2018 and effective as of 01/06/2018 for insuring the unorganized workers and Building and other construction workers as per the data submitted by the Labour Department and accepted and found valid as per the said MOU and for which requisite premium has been paid to the Corporation.

WHEREAS, this service-level agreement is the extended term of the MOU; and

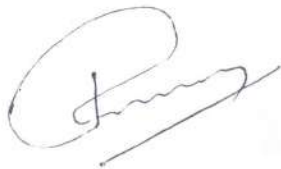
NOW, THEREFORE, the Parties hereby agree as follows:

1. Issuance of Individual Certificates

The Corporation agrees to issue individual certificates in respect of each individual member insured as per the MOU. Such individual certificate shall be issued only once in the lifetime of the individual member.

2. Time limit for submission of claims

The Labour Department undertakes to submit all the claim papers along with all the requirements to be called for by the Corporation for considering the claim under the policy/policies to be issued as per the terms and conditions of the MOU within a period of 6 months from the date of happening the event giving rise to claim under the policy. Further consideration of any claim wherein papers are not submitted within the said period of 6 months shall be solely at the discretion of the Corporation.



3. Time Limit for settlement of the claims

The Corporation undertakes to decide upon the payment or repudiation of claims submitted under the policy/policies to be issued as per the terms and conditions of the MOU within a period of 30 days from the date of submission of all the papers required to consider the payment/repudiation of the claim along with any other requirement that may be called for by the Corporation.

4. Non issuance of Converged AABY of MOU

Since, the policy/policies are not resulting from conversion of erstwhile AABY scheme, members aged 51 and above shall not be included in converged AABY nor shall there be any policy issued of converged AABY to cover any member.

In Witness Whereof, by execution by the parties below, this Service-Level Agreement will form an extension of the MOU.

[Department of Labour Chhattisgarh State]

R Mungeetha

Labour Commissioner



28/05/2018

Life Insurance Corporation of India

[Signature]

Divisional Manager, P&GS Unit, Raipur



28/05/2018

Zm
RM(Y 451)
LIC. (20)
Bhagal

Proposal Deposit Receipt no.		Proposal Deposit Receipt date		Inward no		Inward Date	
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LIFE INSURANCE CORPORATION OF INDIA
Proposal No Converged PMJJBY /PMSBY _____

Proposal form for Group Insurance Scheme under Converged CPMJJBY (Converged Pradhan Mantri Jeevan Jyoti Bima Yojana)/ PMSBY (Pradhan Mantri Suraksha Bima Yojana) subsidized from Social Security Fund for the unorganized, building and other construction workers – Members age should be between 18 (Completed) to 50 (nearer birthday).

Name of the Proposer (Nodal Agency)	Department of Labour, Chhattisgarh State	
Address of Proposer	Mahanadi Bhavan Naya Raipur Chhattisgarh	
Whether Proposer is Central Government Department / State Government / Agency / Co-operative Society/ Non Governmental Agency	State Government Department	
Registration number and date and Act under which co-operative society / NGO is registered / Registration Number	NA	
If nodal agency is co-operative society or NGO whether society is designated by State Government Department.	NO Letter from State Government Department designating Co-Operative Society / NGO to act as Nodal Agency for the purpose of CPMJJBY should be attached	
Date of Commencement of Scheme	01/06/2018	
No. Of members to be insured	15,00,000	
Date of cessation of risk	On attaining age 55 years (nearer birthday) subject to annual renewal up to that date. Insurance cover ceasing age – 55 years (nearer birthday)	
Eligibility of members	All members aged between 18 (completed) to 50 (nearer birthday) and as per rules of Converged PMJJBY Scheme.	
Benefits under the Scheme (PMSBY Cover is arranged through General Insurance Company. General Insurance Company will be responsible for servicing of PMSBY)	On Death due to any reason (Under PMJJBY)	Rs. 2,00,000
	On Death or Total Permanent Disability due to accident (Under PMSBY)	Rs. 2,00,000
	On Partial Permanent Disability (Under PMSBY)	Rs. 1,00,000
Amount of Contribution payable by nodal agency	Rs. 171/- per member per annum	
Mode of payment of contribution	Yearly ✓	
Have you understood fully terms and conditions of the scheme you propose to introduce for the benefit of the members	Yes / No	




DECLARATION BY THE PROPOSER:

We are aware that Life Insurance Corporation of India will enter into an Memorandum of Understanding (MOU) with us on the basis of information furnished by us and we undertake to provide information which the Corporation may require for the purpose of granting one year renewable term assurance and to effect the necessary assurance there under in accordance with the provisions and the Rules of the said Scheme. I have gone through the rules and provisions of the scheme.

I hereby declare that we undertake and bind ourselves to furnish to the Corporation full particulars as may be necessary, all statements, declarations by the eligible members, reports and certificates in respect of every person on whose life the assurance or assurances are to be effected under the scheme in the form and manner required by the Corporation. We further agree to call for and maintain the record of nomination of the members covered under the scheme. We further agree this proposal together with the particulars, statements and declarations by the eligible members, nodal agency or ourselves shall form the basis of the assurance. We also agree that the assurances proposed under the scheme shall not be binding on the corporation until they are accepted by the Corporation in writing and the amount of premium due there under and demanded by the Corporation shall have been fully paid.

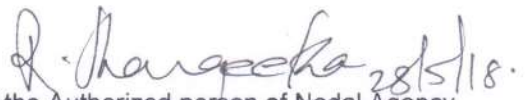
We confirm the accuracy of the above particulars and agree that the MOU to be entered into between the parties consequent upon this proposal shall be entered into only on the basis that any statements made or to be made to the Corporation in respect of eligible members intended to be assured there under shall be true and correct in every particular and we further agree that any misstatement or untrue averment on the basis of which the assurances have been effected on the life of any member shall render voidable the particular assurance or assurances in respect of which the misstatement or untrue averment by whomsoever has been made.

I / We undertake to provide the data of members to be insured in the format given by LIC before date of commencement of policy. I am aware that Insurance cover to members will start only after submission of data to LIC of India. In case of our failure to submit the full and correct data in time, LIC will not be liable to settle the claims in respect of MOU finalized as a result of above proposal.

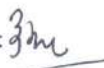
I R Shangeetha on behalf of Department of Labour, Chhattisgarh State Government do hereby declare that the foregoing statements and answers have been given by me after fully understanding questions and the same are true, and complete in every particular. I agree that if any untrue averment by contained therein the said contract shall be absolutely null and void and all moneys which have been paid in respect thereof shall stand forfeited in part or full to the Corporation.

We further declare that we are aware that this proposal is for Social Security Scheme of administered by LIC on behalf of Ministry of Labour and Employment, Government of India, as such rules and provisions of the scheme are subject to orders and instructions issued by Government of India from time to time.

Dated at Raipur on the 28th day May 2018


Signature of the Authorized person of Nodal Agency

Name of witness: Shri Ajay Kumar

Signature of witness: 

Address: Regional Manager (P&GS) LIC of India Bhopal






NOTE: In case of dispute in respect of interpretation of terms the English version shall stand

Section 41 of The Insurance Laws (Amendment) Act, 2015

1. No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer. Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bonafide insurance agent employed by the insurer.
2. Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to five hundred rupees.

Section 45 of The Insurance Laws (Amendment) Act, 2015

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

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

Explanation I—For the purposes of this sub-section, the expression “fraud” means any of the following acts committed by the insured or by his agent, with 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 specially declares to be fraudulent.

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

- (3) Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement 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 misstatement of or suppression of a material fact are within the knowledge of the insurer:

Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.

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

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

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

Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on 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.

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

- (5) Nothing in this 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.'

Dated at : Raipur on 28th May 2018

