

**ManipalCigna Health Insurance Company Limited**

**ManipalCigna – Policy for Protection of Policyholders’ Interests**

Owner: Customer Service  
Approver: ManipalCigna Board of Directors  
Version: 1.3  
Effective Date: 5<sup>th</sup> August, 2020

**Review History**

<b><u>Date of Review</u></b>	<b><u>Changes to Section</u></b>	<b><u>Review initiated by</u></b>	<b><u>Review signed off by</u></b>	<b><u>Review Approved by</u></b>	<b><u>Version Number</u></b>	<b><u>Effective from</u></b>
27 - December 2017	New Policy			Board	Version 1.0	28.12.2017
22 - October 2019	Short Scale Cancellation TAT	Makarand Pathare	Priya Gilbile	Board	Version 1.1	13.11.2019
17 - January 2020	Service parameters including turnaround times for various services rendered	Shruti Vyas	Priya Gilbile	Board	Version 1.2	06.02.2020
24 - July 2020	Annual Review	Shruti Vyas	Priya Gilbile	Board	Version 1.3	05.08.2020

**Objective :**

1. To have a board approved policy for protection of policy holder interest as required under the IRDAI (Protection of Policyholders' Interest) Regulation, 2017 (hereafter "Regulation")
2. To ensure that interests of insurance policyholders are protected.
3. To ensure that the Company fulfils obligations towards policyholders and have in place standard procedures and best practices in sale and service of insurance policies.
4. To ensure policyholder-centric governance by the Company with emphasis on grievance redressal

**Applicability**

The policy is applicable to all the functional and business teams carrying out activities including sale, post solicitation activities and servicing of insurance policies.

**Scope :**

1. The policy includes -
  - (i) steps to be taken for enhancing Insurance Awareness so as to educate prospects and policyholders about insurance products, benefits and their rights and responsibilities.
  - (ii) Service parameters including turnaround times for various services rendered.
  - (iii) Procedure for expeditious resolution of complaints

- (iv) Steps to be taken to prevent mis-selling and unfair business practices at point of sale and service.
  - (v) Steps to be taken to ensure that during policy solicitation and sale stages, the prospects are fully informed and made aware of the benefits of the product being sold vis-a-vis the product features attached thereto and the terms and conditions of the product so that the benefits/ returns of the product are not mis-stated / mis-represented.
2. The service parameters and turnaround times as approved by the Board shall be displayed on the website and keep the same updated as and when the service parameters are revised by the Board.

#### **Key Terms Used –**

In the policy, unless the context otherwise requires:

1. **“Act”** means the Insurance Act, 1938 (4 of 1938);
2. **“Authority”** means the Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999);
3. **“Bank Rate”** means “Bank rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due”
4. **“Complaint” or “Grievance”** means written expression (includes communication in the form of electronic mail or other electronic scripts), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities;  
*Explanation:* An inquiry or request would not fall within the definition of the “complaint” or “grievance”.
5. **“Complainant”** means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel
6. **“Cover”** means an insurance contract whether in the form of a policy or a cover note or a Certificate of Insurance or any other form as approved by the Authority to evidence the existence of an insurance contract;
7. **“Distribution Channels”** means persons and entities authorised by the Authority to involve in sale and service of insurance products;
8. **“Proposal form”** means a form to be filled in by the prospect in written or electronic or any other format as approved by the Authority, for furnishing all material information as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted;  
*Explanation:* “Material Information” for the purpose of these regulations shall mean all important, essential and relevant information sought by insurer in the proposal form and other connected documents to enable him to take informed decision in the context of underwriting the risk;
9. **“Prospect”** means any person who is a potential customer of an insurer and likely to enter into an insurance contract either directly with the insurer or through a distribution channel;
10. **“Prospectus”**: means a document either in physical or electronic or any other format issued by the insurer to sell or promote the insurance products;
11. **“Customer”**: A prospective Customer, Applicant, Policyholder or Claimant
12. **“Communication”**: For the purpose of this document, for all communication, the proposer / claimant would be the contact point for the Company
13. **“Regulatory TAT”**: Turn Around Time (TAT) as defined by the regulatory guidelines. In case the Regulatory TAT is not prescribed by the Regulation, the company may have a different TAT.

**Section A: Insurance Awareness**

This would be in line with the Company’s Insurance Awareness policy (Annexure 1)

**Section B: Service parameters including turnaround times for various services rendered.**

Service Parameter	Turn Around Time
Processing of Proposal form and communication of decisions including any requirement raised on the Proposal form - ,( from the date of receipt of proposals or date of receipt of requirement document, as the case may be)	Within 15 days from the receipt of the Proposal form or any requirement documents by the Company
Refund of Proposal deposit (from the date of underwriting decision).	Within 15 days from the date of underwriting decision on the Proposal form by the Company.
Furnishing copy of the Proposal form to the policy holder.	Within 30 days of acceptance of the Proposal form by the Company
Post Policy issuance service, requests concerning rectification in proposal and also Non-Claim related service requests (Change of address, nomination, assignment, issue of duplicate policy etc).	Within 10 days from the date of receipt of request or from the date of receipt of any requirement called for from the Customer
Grievances	Turn Around Time
Acknowledge a grievance from the date of receipt of grievance by the Company	Within 3 working days from receipt of Grievance by the Company
Resolve a grievance from the date of receipt of grievance by the Company	Within 15 days from receipt of Grievance by the Company
Claims	Turn Around Time*
Settlement / Rejection of Health Claims for which the investigation is not necessary.	30 days from the date of receipt of last necessary document by the Company
Settlement / Rejection of Health Claims for which the investigation is required - Investigation should be completed within 30 days from the date of receipt of last necessary document - 15 days over and above the 30 days to settle , repudiate or reject a health claim  Note - In case of delay in the payment of a claim, the insurer shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.	45 days from the date of receipt of last necessary document by the Company
Freelook / Short Scale Cancellation request shall be processed within 15 days of receipt of request or last necessary document.	15 days from the date of receipt of last necessary document by the Company

**Section C: Procedure for expeditious resolution of complaints**

This would be in line with the Company's Grievance Redressal policy. (Annexure 2)

**Section D: Steps to be taken to prevent mis-selling and unfair business practices** at point of sale and service and to ensure that policyholder is informed regarding product features. The Company has introduced several interventions and controls during the policy year that make Customers aware of the policy purchased and help avoid incidents of mis-selling. Measures are as follows:

1. Policy Features on website: All product brochures and Policy terms and conditions are made available on the website for prospect and customer reference.
2. Welcome Call: 50% of customers are out called to confirm product understanding in line with policy terms and conditions. In case customer expresses concern, appropriate action is initiated.

We review the business quality for the Company on a regular basis and corrective steps, if any, are taken to strengthen company processes to prevent mis-selling and unfair business practices.