

A Non-Linked Non-Participating Life Insurance Plan

PART A: FORWARDING LETTER & POLICY SCHEDULE
Date:/
Agency Details
Agency Category:
Agent Name :
Agent (cy) Code :
Agent Contact No:
PolicyNo.
Mr/Mrs/Ms
Address:
Landmark:
Mobile No.:
Dear Mr/Mrs/Miss,
Greetings from Shriram Life!!
We are pleased to inform you that your proposal has been accepted and we thank you for preferring us as your life insurance partner. We appreciate your decision to provide security to yourself and your loved ones. We also thank you for joining us on this journey to create prosperity and to help you in your financial well-being and urge you to continue for the full policy term of years to maximize your benefits.
If you require clarification on any point, please feel free to contact us on <a href="mailto:customercare@shriramlife.in">customercare@shriramlife.in</a> or on our toll free number 1800-3000-6116. Kindly quote your Policy Noin all correspondences.
We are enclosing herewith the first premium receipt, a copy of your proposal form and your Policy Bond.
<b>Free-look Cancellation</b> The policy holder has a period of 15 days (30days in case of business sourced through distant marketing from the date of receipt of the policy document to review the terms and conditions of the policy and wher the insured disagrees to any of those terms or conditions, he has the option to return the policy stating the

Kind Regards,

years to come.

(G. Vaidyanathan)

Vice president - Corporate Services

Page 1 of 22

reasons for his objection, when he shall be entitled to a refund of the premium paid, subject only to a deduction of a proportionate risk premium for the period on cover and the expenses incurred by the Company on medical examination of the proposer, if any and stamp duty charges. Distance Marketing entails any sale through e-mails, telephonic calls and any other mode except through personal interaction. We assure you the best of our services and look forward to the pleasure of partnering with you for many



Shriram Life Insurance Company Limited hereinafter called "the Company". having received a proposal and declaration with the statements contained and referred to therein, and the first premium from the proposer / life assured named in the schedule hereunder, and the said proposal, declaration and the statements thereto having been agreed to by the proposer / life assured and the company as basis of this assurance, do by this policy agree, in consideration and subject to the due receipt of premiums on the days stipulated in the schedule annexed, to pay the sum as defined under this policy, to the person's to whom the same is payable as per the schedule, on submitting that the said sum becomes payable as set out in the schedule, together with the proof of the claimant's right to the policy moneys, and acceptable proof of age of the policy holder, if age is not admitted earlier.

Further, it is hereby declared that this policy of assurance shall be subject to the conditions and privileges printed in the policy document and that the following schedule and any endorsement placed by the Company shall be deemed part of the policy.

For Shriram Life Insurance Company Limited

**Authorized Signatory** 



### POLICY SCHEDULE

Divisional Office	Customer I.D		Plan UIN	
Agent Location	Policy Type	Own/Other's/HUF	Policy No:	
Agent(cy) Code	Premium Type	Regular/Single/Limited	Plan Name	XXXXXXX
Agent No:	Proposal No:			
Agency Category			Is Backdatin	g Opted Yes / No
Agent(cy) Name				

#### **Proposer Details**

#### **Insurance Details**

Proposer Details								
Name					of Policy	commencement		
					Policy Te	erm		
D.O.B		Age (last Birthda	ay)		Premium Payment Term			
Occupation		Sex			Payment frequency		N/A (or)	
Relationship with					Premium	Due Dates		
Life Assured					Last Pren	nium - Due Date	N/A (	or)
Life Assured [	Details				Maturity	Date		
Name					Maturity	Benefit		
Occupation					Sum Assu	ıred		
D.O.B		Age Admitted	Yes	s/No	Base Pren	nium Amount		
Age (last Birthday)		Sex			Rider	Sum Assured (Rs)	Term	Premium (Rs)
Health Extra	Yes / No	Other Extra's	Yes	s / No	A.B UIN			
Communication Address:					F.I.B UIN			
22002 3550					S.C.I.C UIN			
					S.E.I.C UIN:			
					Service Ta	ax on Premiums		
				Total Instalment Premium				
Survival Benefits <sup>#</sup> :	S. No Survival	Benefit Date	Amo	ount	<b>S. No</b> 4	Survival Benefit	Date	Amount



2		5	
3		6	

(#)Note: If more than six survival benefits are there then a separate annexure shall be attached wherein all the survival benefits shall be described. It forms part of the policy schedule. The same should be maintained till the maturity or foreclosure/surrender of the policy.

Nomination Details\*\* (Under Sec 39 of Insurance Act 1938 as amended from time to time): [ A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in annexure – ( ) for reference l

Name of the Nominee	Age	Relationship with Life Assured	Appointee Name (If the Nominee is minor)	Relationship with Nominee	Age
Name 1					
Name 2					
Name 3					
Name 4					
Name 5					

<sup>(\*\*)</sup> Note: If more than 5 Nominees are proposed, the remaining nominee details will be printed in a separate annexure and it forms part of the policy schedule. The same should be maintained till the maturity or foreclosure/surrender of the policy.

#### Note:

- All premiums and benefits as disclosed under this Insurance policy are payable in Indian Rupees.
- This schedule forms an integral part of the policy document and should be read in conjunction.
- Service Tax will be levied as per regulations and may vary from time to time.
- On examining the Policy document, if you notice any mistakes, please return the policy bond for correction to the Company.

Date: Seal:

**Authorized Signatory** 

**D.O Name Shriram Life - Policy No:** 



#### **PART B: Definitions**

- B1. Age: Age of Life assured as on last birthday (in completed years)
- **B2. Annualised premium**: shall be the premium payable in a policy year chosen by the policy holder excluding the underwriting extra premium, rider premium, and loading for modal premiums, if any.
- **B3. Death Benefit:** Shall mean benefit agreed at the inception of the contract, which is payable on death as specified in the policy document.
- **B4. Grace period**: The time granted by the Company for payment of premium from the due date without any penalty/late fee.
- **B5.** I, You, or Your: The Policyholder as mentioned in the Policy Schedule. The Policyholder may or may not be the life Assured.
- **B6.** Lapsed/ Discontinued Policies: If the renewal premium is unpaid at the end of the grace period, and the policy has not attained a surrender value, the policy status will be changed to lapse and benefits are not payable.
- **B7.** Life Assured: The person on whose life death risk is covered.
- **B8.** Maturity Benefit: means the benefit payable on maturity as specified in the policy document.
- **B9.** Policyholder: Person who has proposed to purchase the policy and pays the premium under the policy.
- **B10.Policy Schedule:** Document featuring the main details and benefits of the policy.
- **B11.Proposal**: It is a form to be filled in by the proposer for insurance.
- **B12.Proposer**: Person proposing insurance on the life of another person.
- B13.Revival: Restoration of policy which was discontinued due to non-payment of premiums.
- **B14.Rider benefits:** An amount of benefit payable on a specified event offered under the rider and is allowed as an add on benefit.
- **B15.Sum Assured on death (Death sum assured):** Absolute amount which is guaranteed to become payable on death of the life assured in accordance with the terms & conditions of the policy

#### B16.Sum Assured:

Absolute amount chosen by the policyholder at the time of proposal in accordance with the terms & conditions of the policy

- B17.Surrender: Option exercised by the policy holder for complete withdrawal/termination of the entire policy.
- **B18.Surrender Value:** An amount if any, that becomes payable in case of surrender in accordance with the terms and conditions of the policy.
- **B19.We, Us , Our, Insurer or The Company:** Shriram Life Insurance Co. Ltd.
- **B20.** Date of commencement of risk: The date from which the insurance cover under the policy starts.
- **B21.** Date of commencement of the policy: Date on which the policy commences.
- **B22.** Date of inception: Date of issuance of the policy or date of effecting the policy.
- **B23.Nominee**: Nominee is the person/persons appointed by the life assured to receive the death benefit herein upon his/her death.



#### **PART C: Product description & its benefits**

**Shriram Life Assured Income Plus** is a non linked non participating endowment assurance product. The plan provides a fixed policy term of 10 years with a premium paying term of five years. The life cover is 10 times the annualised premium for ages up to 50 years and 7 times Annualized Premium for ages 51 to 60 years. The maturity benefit is only paid in equal instalments over period of five years after maturity.

"Death Sum Assured" is defined as the sum assured payable on death which is highest of

- 10 times Annualized Premium for ages up to 50 years and 7 times Annualized Premium for ages 51 to 60 years.
- Sum assured
- 105% of the premiums paid till the date of death
- Maturity sum assured

Where Sum assured is the absolute amount assured to be paid on death in lump sum

Maturity sum assured = guaranteed sum assured on maturity which is equal to discounted value of instalments

Sum assured is the sum assured chosen at inception

#### Benefits under the Plan

#### C1. Death Benefit:

**Death Benefit within PPT**: In case of death of the life assured during the premium paying term, provided the policy is in force, "death sum assured" will be paid.

**Death Benefit after PPT**: In case of death of the life assured after premium paying term but before the end of the policy term, provided the policy is in force, "death sum assured" will be paid.

If the life assured dies any time after completion of policy term but before the payment of all installments, the outstanding instalments will continue to be paid to the nominee(s) or beneficiary(ies).

Annualized premium means the premium payable in a year excluding the underwriting extra premiums and loading for modal premiums.

#### C2. Maturity Benefit:

In case of survival of the life assured up to the end of the policy term and all the premiums have been paid, sum assured will be paid in five equal annual instalments i.e. 20% of sum assured will be paid at the end of every year after maturity date.

If the life assured dies after commencement of the instalments but before the payment of all installments, the outstanding instalments will continue to be paid to the nominee(s) or beneficiary (ies). There is no lump sum option.

#### C3. Grace Period:

A grace period of 30 days is allowed for payment of premium for yearly, half yearly and quarterly modes and 15 days for payment of monthly mode. If the death of the life assured occurs within the grace period but before the payment of premium then due, the life cover will be available and the death benefit shall be paid after deducting the said unpaid premium as also the unpaid premiums falling due before the next policy anniversary.

If the policy is in force and in case of death, the death benefit shall be paid after deducting all unpaid premiums due falling before the next policy anniversary.



If the renewal premiums are not paid before the end of grace period, the policy will lapse. In case of death under a lapsed policy before acquiring paid-up status no benefits are payable.

#### C4. Paid up Value:

If the premium remains unpaid at the expiry of the Grace Period after first two years' premiums have been paid, the policy will continue up to the expiry of the Policy Term or the death of the Life Assured, whichever is earlier as a Paid up policy.

The paid up death and maturity benefits are as below:

For a policy in Paid Up status, the Paid up Death Sum Assured will be paid out in case of death during the Policy Term and the paid up sum assured will be paid upon survival in five equal annual instalments i.e. 20% of paid up sum assured will be paid at the end of every year after maturity date.

There is no lump sum option.

Paid up Death Sum Assured = (Total premiums paid / Total premiums payable) x Death Sum Assured. Paid up sum assured=(Total premiums paid / Total premiums payable) x Maturity Sum Assured A paid up policy can also be surrendered any time during the policy time.

#### C5. Minor lives:

In case of minor lives assured, the risk cover starts from the 1st policy anniversary. The life assured whose age is less than 18 years (age last birthday) at date of commencement of policy shall be considered as minors. In case of death of the minor life assured during the first policy year, the premiums paid (excluding loadings for modal premiums) will be refunded.

On the date of attaining majority, the policy shall be vested automatically in the name of the life assured.



#### **ART D: Non-forfeiture Benefits & Policy Servicing**

#### D1. Lapse:

If at least two full years premiums have not been paid and the premium due is not paid before the end of the grace period, the policy will lapse and no benefits will be payable under the policy.

#### D2. Revival of lapsed policies:

A Paid up/ lapsed Policy can be revived with in a revival period of two years from the date of first unpaid premium as per Board approved underwriting policy by paying all outstanding Premiums (from date of first unpaid premium to date of revival) together with interest at a rate equal to 9% p.a.

The revival interest rate is fixed.

#### D3. Surrendering your policy:

The policy acquires surrender value provided two full years' premiums are paid. The guaranteed surrender value is expressed as a percentage of premiums paid as per the table below:

Policy year	GSV Factor
1	0%
2	30%
3	40%
4	50%
5	60%
6	70%
7	80%
8	90%
9	105%
10	120%

The policy will terminate once the surrender value has been paid.

The policy is eligible for non guaranteed special surrender value (SSV). The company will pay the higher of (GSV, SSV) at the time of surrender.

#### D4. Loans:

Policy Loans equal to 85% of surrender value are available on the policy.

Loan Interest is fixed at 9.5% p.a. compounding half yearly.

Any outstanding loan balance along with accrued interest will be recovered from the policy proceeds before any benefit is paid on the policy. The paid up policy will terminate without value if the outstanding loan along with accrued interest reaches the surrender value.

The company ensures that no in- force/fully paid up policy will be cancelled due to non-repayment of loan.

#### D5. Alterations:

The mode alteration shall be allowed.

#### D6. Free Look Period:

The policy holder has a period of 15 days (30days in case of business sourced through distant

Page 8 of 22



marketing) from the date of receipt of the policy document to review the terms and conditions of the policy and where the insured disagrees to any of those terms or conditions, he has the option to return the policy stating the reasons for his objection, when he shall be entitled to a refund of the premium paid, subject only to a deduction of a proportionate risk premium for the period on cover and the expenses incurred by the Company on medical examination of the proposer, if any and stamp duty charges. Distance marketing entails any sale through e-mails, telephonic calls and any other mode except through personal interaction.

#### **D7. Premium Payment mode:**

You can pay your premiums in yearly, half yearly, quarterly and monthly (ECS only) modes.

**PART E: Charges under the Plan** 

**NOT APPLICABLE** 



#### **PART F: Terms & Conditions**

#### F1. Change of your communication Address:

For all future communication we require your correct contact details. Please let us know if there is any change in your contact details along with address proof to our branch /divisional office executive or to our customer care executive at customercare@shriamlife.in or call on our toll free no: 1800 3000 6116.

#### F2. Correct age disclosure is important - Proof of age:

We have calculated benefit (i.e. maturity benefit factors) based on life assureds' age, premium and policy term. Age is most important criteria for calculating the benefit. If, at any time (including at claim stage) age is found to be different from what is stated in proposal form then based on the correct age the revised benefit (i.e. assured income payouts and sum assured percentage) will be determined.

However, if the correct age at entry is such that the policy cannot be offered or would have made the life assured ineligible, the policy contract will be terminated by paying the surrender value, if any.

#### F3. Payment of Premium:

The schedule of the policy clearly specifies the due dates for payment of premium. In view of this, it is not necessary for the insurer to issue a reminder in this respect. The Life Assured/ Proposer should pay premiums as and when they are due. The premium shall be adjusted on the due date even if it has been received in advance.

#### F4. Suicide Exclusion:

If the life assured commits suicide for any reason, while sane or insane, within one year from the date of commencement of risk of the policy, 80% of the premiums paid shall be paid to the nominee or beneficiary. If the life assured commits suicide for any reason, while sane or insane, within one year of the date of revival of the policy, higher of 80% of the premiums paid and surrender value, if any, shall be paid to the nominee or beneficiary.

#### F5. Termination of the policy:

The policy will terminate in case of surrender, death of the life insured, last assured income payout upon maturity of the policy or in case the outstanding loan with interest is equal to or exceeds the surrender value of the policy. However no fully paid—up or in force policy will be terminated due to non-payment of loan.

#### **F6.** Nomination under the Policy:

Nominee is the person who can receive the Death benefit. It is insisted that nomination should be made in proposal from as per Section 39 of The Insurance Act, 1938 as amended from time to time. If the nomination has not been made in the proposal form, it is advised to do so at the earliest.

[ A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in annexure – II for reference ]

#### F7. Assignments under the Policy:

Assignment is transferring the title and rights of policy absolutely or conditionally. Assignment can be made as per section 38 of The Insurance Act, 1938 as amended from time to time. The Company reserves the right to accept or reject the assignment of the policy to third parties.

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in annexure - II for reference]



Nomination, assignment or change of nomination can be done through the divisional office of the company where the policy is being serviced. Nomination or assignment will be effective only after it is recorded /registered with us.

In accepting the nomination/assignment or change of nomination/assignment we do not take any responsibility or express any opinion as to its validity or legality / legal effect.

Policies purchased under the Married Women's Property Act, 1874 cannot be assigned

#### F8. Issuance of duplicate Policy:

In case of loss of the policy document, an indemnity bond duly notarized must be submitted. A processing fee of Rs. 100 and stamp duty of Rs. 0.2 per thousand sum assured will be payable by the policy holder.

#### F9. Currency:

All monies payable under the Policy to or by the Insurer shall be payable in Indian Rupees only.

#### F10. Documents required for making a claim:

- a) Original policy document
- b) Proof of death/ Death certificate
- c) Identity proof of Nominee
- d) Any other document depending on the cause of death and nature of claim

#### F11. Delay in claim intimation:

Please communicate to us about the claim without any delay. However if there is any delay in claim intimation due to reasons that are beyond the control of claimant then the claim would be considered.

#### F12. Fraud or misrepresentation:

In case of fraud or misrepresentation, any monies payable under the policy shall be in accordance with Section 45 of The Insurance Act, 1938 as amended from time to time.

#### Section 45 of the 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 policy holder 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.



#### **PART G: Complaints and grievances**

In case you have any Query, Complaint or Grievances

#### First Step:

You can also contact our Customer care on our Toll free no: 1800 3000 6116 & through email id: customercare@shriramlife.in

You may also approach our office at the following address:

#### **Divisional In charge**

Shriram Life Insurance Company Limited,

Divisional Office,

Address:

#### Second Step

In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

#### **Grievance Redressal Officer,**

#### Shriram Life Insurance Company Limited,

Regd Office: Plot no 31-32, Ramky Selenium

Financial district, Gachibowli

Hyderabad,

Andhra Pradesh - 500032 Contact No: 040-23009400

Email Id: grievance.redressal@shriramlife.in

If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI). The contact details are as follows

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

Email ID: complaints@irda.gov.in

You can also register your complaint online at <a href="http://www.iqms.irda.gov.in/">http://www.iqms.irda.gov.in/</a>

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India ,9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh Fax No: 91-40 – 6678 9768

#### **Third Step**

In case you are not satisfied with the decision or resolution of the company, you may approach the Insurance Ombudsman at the address given overleaf, if your grievance pertains to:

- Insurance claim that has been rejected / dispute of a claim on legal construction of the Policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non Receipt of your Insurance Document

The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and contact information of the complainant. As per provision 13 (3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

• Only if the grievance has been rejected by the Grievance Redressal Mechanism of the Insurer

Page 13 of 22



- Within a period of one year from the date of rejection by the Insurer.
- If it is not simultaneously under any litigation.

All communication in relation to this policy shall be addressed to:

#### SHRIRAM LIFE INSURANCE CO LTD.

Plot no. 31-32, Ramky Selenium, Financial District Gachibowli, Hyderabad, Andhra Pradesh-500032

In case of any grievance under the policy, the address of the Insurance Ombudsman is as under:-

#### Office of the Insurance Ombudsman

6-2-46, 1st Floor, Main Court Lane Opp. Saleem Function Palace, AC Guards Lakdi-ka-pool, HYDERABAD -500 004.

Addresses and contact details of the Insurance Ombudsman along with its area of jurisdiction is mentioned in enclosed **Annexure**. The Policy Holder may approach the concerned Insurance Ombudsman.

Signature of the Appointed Actuary Signature of the Authorized Legal officer

**Company Seal:** 



#### **Annexure I**

### **List of Ombudsman**

CONTACT DETAILS	JURISDICTION
AHMEDABAD	State of Gujarat and Union Territories of Dadra & Nagar Haveli
Office of the Insurance Ombudsman,	and Daman and Diu.
2nd floor, Ambica House,	
Near C.U. Shah College,	
5, Navyug Colony, Ashram Road,	
Ahmedabad – 380 014	
Tel.:- 079-27546150/139	
Fax:- 079-27546142	
Email:-	
bimalokpal.ahmedabad@gbic.co.in	
BENGALURU	Karnataka.
Office of the Insurance Ombudsman,	
JeevanSoudha 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:-	
<u>bimalokpal.bengaluru@gbic.co.in</u>	
BHOPAL	States of Madhya Pradesh and Chattisgarh.
Office of the Insurance Ombudsman,	
JanakVihar 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	
BHUBANESHWAR	State of Orissa.
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubneshwar – 751 009.	

Page **15** of **22** 



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Tel.:- 0674-2596461 / 2596455	
Fax:- 0674-2596429	
Email:-	
bimalokpal.bhubaneswar@gbic.co.in	
CHANDIGARH	States of Punjab, Haryana, Himachal Pradesh, Jammu &
Office of the Insurance Ombudsman,	Kashmir and Union territory of Chandigarh.
S.C.O. No. 101, 102 & 103, 2nd	,
Floor,	
Batra Building, Sector 17 – D,	
Chandigarh – 160 017.	
Tel.:- 0172-2706196/5861 / 2706468	
Fax:- 0172-2708274	
Email:-	
bimalokpal.chandigarh@gbic.co.in	
CHENNAI	State of Tamil Nadu and Union Territories - Pondicherry Town
Office of the Insurance Ombudsman,	and Karaikal (which are part of Union Territory of
Fatima Akhtar Court,	Pondicherry).
4th Floor, 453 (old 312), Anna Salai,	rondicherry).
Teynampet, CHENNAI – 600 018.	
Tel.:- 044-24333668 / 24335284	
Fax:- 044-24333664	
Email:-	
bimalokpal.chennai@gbic.co.in	State of Delhi
Office of the Income as One budgeton	State of Deini
Office of the Insurance Ombudsman,	
2/2 A, Universal Insurance Building,	
Asaf Ali Road,	
New Delhi – 110 002.	
Tel.:- 011-23239611/7539/7532	
Fax:- 011-23230858	
Email:- bimalokpal.delhi@gbic.co.in	Wassle Labeled and Male Co. 191
ERNAKULAM	Kerala, Lakshadweep, Mahe-a part of Pondicherry
Office of the Insurance Ombudsman,	
2nd floor, Pulinat Building,	
Opp. Cochin Shipyard,	
M.G. Road,	
Ernakulum - 682 015.	
Tel.:- 0484-2358759/2359338	
Fax:- 0484-2359336	
	Page 16 of 22

Page **16** of **22** 



F:II.	T
Email:-	
bimalokpal.ernakulum@gbic.co.in	
GUWAHATI	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal
Office of the Insurance Ombudsman,	Pradesh, Nagaland and Tripura.
'Jeevan Nivesh', 5th Floor,	
Nr. Panbazar over bridge, S.S. Road,	
Guwahati – 781001(ASSAM).	
Tel.:- 0361- 2132204 / 2132205	
Fax:- 0361-2732937	
Email:-	
bimalokpal.guwahati@gbic.co.in	
HYDERABAD	States of Andhra Pradesh, Telangana and Union Territory of
Office of the Insurance Ombudsman,	Yanam - a part of the Union Territory
6-2-46, 1st floor, "Moin Court"	of Pondicherry.
Lane Opp. Saleem Function Palace,	
A. C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.:- 040-65504123/23312122	
Fax:- 040-23376599	
Email:-	
<u>bimalokpal.hyderabad@gbic.co.in</u>	
JAIPUR	State of Rajasthan.
Office of the Insurance Ombudsman,	
Jeevan Nidhi-II Bldg.,	
Ground Floor,	
Bhawani Singh Marg,	
Jaipur - 302005.	
Tel.:- 0141-2740363	
Email:- <u>bimalokpal.jaipur@gbic.co.in</u>	
KOLKATA	States of West Bengal, Bihar, Sikkim and Union Territories of
Office of the Insurance Ombudsman,	Andaman and Nicobar Islands.
Hindustan Building Annexe,	
4th floor, 4, CR Avenue,	
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LUCKNOW	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur,
Office of the Insurance Ombudsman,	Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra,
•	Page 17 of 22

Page **17** of **22** 

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	T
6th Floor, JeevanBhawan,	Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun,
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Hazratganj,	Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi,
Lucknow-226 001.	Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur,
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MUMBAI	States of Goa, Mumbai Metropolitan Region excluding Navi
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NOIDA	States of Uttaranchal and the following Districts of Uttar
Office of the Insurance Ombudsman,	Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun,
BhagwanSahai Palace,	Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut,
4th Floor, Main Road,	Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah,
Naya Bans, Sector-15,	Farrukhabad, Firozabad, GautamBudh Nagar, Ghaziabad,
GautamBudh Nagar, Noida	Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj,
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PATNA	States of Bihar and Jharkhand.
Office of the Insurance Ombudsman,	States of billar and filarkiland.
-	
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Patna - 800 006.	
Email:- bimalokpal.patna@gbic.co.in	Chatas of Mahayashtya Ayas of Navi Mayashai and and bu Thana
PUNE Office of the Incurence Ombudemen	States of Maharashtra, Area of Navi Mumbai and andhraThane
Office of the Insurance Ombudsman,	excluding Mumbai Metropolitan Region.
JeevanDarshan Building, 3rd Floor,	
CTS Nos. 195 to 198,	
NC Kelkar Road, Narayan Peth,	
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Annexure II

Simplified version of provisions of Section 38 & 39 of Insurance Act 1938 as amended from time to time.

**A. Section 38 - Assignment and Transfer of Insurance Policies as amended from time to time** Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

- 1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- 3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
- 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more



than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.

- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the policy
  - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.



### B. 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 Insurance Act as amended from time to time.
- 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 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.