

**Registration Number: 111** 

Regulated by IRDA

### **Your Policy Schedule**

Welcome to your *SBI Life* – Saral Swadhan + policy and thank you for preferring *SBI Life Insurance Company Limited* to provide you with insurance solutions. The UIN allotted by IRDA for this product is 111N092V01.

The information you have given in your proposal form, personal statement together with any reports or other documents and declarations form part of this contract of insurance with us. Your policy document, comprising this policy schedule along with the policy booklet and any endorsements, is evidence of the contract. You should read these carefully to make sure you are satisfied. Please keep these in a safe place.

We request you to read this policy schedule along with the policy booklet. If you find any errors, please return your policy document for effecting corrections.

SBI Life – Saral Swadhan + provides a package of insurance solution. In return for your premiums we will provide benefits as described in the following pages of the policy document. The benefits available under this policy are subject to the payment of premiums as and when due.

Your Policy is a Non-participating traditional term assurance product with return of premium. The benefits will be paid to the person(s) entitled as set out in the policy document, on proof to our satisfaction, of such benefits having become payable and of the title of the persons claiming the payments. Please communicate any change in your mailing address or any other communication details as soon as possible.

If you require further information, please contact us or the Agent/ facilitator mentioned below.

# **Facilitator Details: <<name>> <<code>>**

# << mobile number or landline number if mobile not available>>.

Policy Number	<< as allotted by sy	stem >>	Customer ID	<<	as allotted by system >>	
Proposal No.	<< from the propos	al form >>	Proposal Date	<<	<< dd/mm/yyyy >>	
70 11 0 11						
Personal information						
Name of the Life assured	<< Title	e / First Name / Surname of the Life assured >>		Mailing Address:		
Name of Proposer / Policy	yholder << Title	/ First Name / Surnan	ne of the Policyholder >>	>	<< Address for communication >>	
		Life Assured	Policyholde	r		
Date of Birth	<<	dd/mm/yyyy >>	<< dd/mm/yyy	<< dd/mm/yyyy >>		
Age at entry						
Gender	<<	<< Male / Female >> << Male / Femal		le >>		
Telephone Number with S	STD E-Mail	E-Mail ID of the policyholder: << E-Mail ID of the proposer		Mobile Number: << 022 1111		
Code: << 022 1111 1111	>> >>			1111>>		
Nomination						
Name of the Nominee(s)		Relationship with the Life assured		A	.ge	Percentage of entitlement
Name of the Appointee(s)		Relationship with Nominee		A	.ge	
		_				

Important dates				
Date of commencement of policy	<< dd/mm/yyyy >>	Date of commencement of risk	<< dd/mm/yyyy >>	
Policy anniversary date	<< dd/mm>>	Premium due dates	<< dd/mm/yyyy >>	
Due date of last premium	<< dd/mm/yyyy >>	Date of maturity of policy	<< dd/mm/yyyy >>	

Basic policy information & Premium details				
Policy Term				
Premium Payment Term	10 years	Sum Assured (`)	<< >>	
Total Installment Premium (`)	<< This cell would give premium net of staff rebate, if any >>			

Service tax, cess will be borne by us..

Signed for an	nd on behalf of SBI Life Insurance Company Limited.	

	Name:		
	Designation:		
Authorised Signatory	Date	Place	

The stamp duty of `<<...>> (Rupees.....only) paid by pay order, vide receipt no. <<....>> dated << .>> Government notification Revenue and Forest Department No. Mudrank <<.....>> dated <<....>>

<< Digital Signature >>

(Signature)

Proper Officer

We request you to read this policy schedule along with the policy booklet. If you find any errors, please return your policy document for effecting corrections.



# SBI Life Insurance Company Limited Registration Number: 111 Regulated by IRDA

# **Policy Booklet**

This is your policy booklet containing the various terms and conditions governing your policy. This policy booklet should be read in conjunction with the policy schedule and other related documents of your policy.

If you find any errors, please return the policy immediately for effecting corrections.

#### **Definitions** 1

These definitions apply throughout your policy document.

The definitions are listed alphabetically. Items marked with † alongside are provided in your policy schedule.

	Expressions	Meanings
1.	Age	is the age last birthday; i.e., the age in completed years.
2.	Age at entry †	is the age last birthday as on the date of commencement of your policy.
3.	Appointee †	is the person who is so named in the proposal form or subsequently changed by an endorsement, who has been authorized by the policyholder to give a valid discharge to the policy monies in case of the death of the life assured before the end of policy term while the nominee is a minor.
4.	Assignee	is the person to whom the rights and benefits are transferred by virtue of assignment under section 38 of the Insurance Act, 1938.
5.	Beneficiary	the individual(s) or organization(s) nominated by the policy owner to receive all or part of the insurance benefits under the provisions of your policy. The Beneficiary is specified in the Application Form, the policy schedule and other written agreements of your policy, if any.
6.	Date of commencement of policy/risk †	is the date from which the insurance benefits under this policy are available.
7.	Date of maturity of policy	is the date on which the Policy benefits, if not previously invoked due to the contingencies covered (e.g. death), terminate on the expiry of the Policy term.
8.	Death benefit	is the benefit payable on the death of the life assured.
9.	Endorsement	is a document indicating any change in any of the terms and conditions of your policy, agreed to or issued by us, in writing.
10.	Free-look period	is the period during which the policyholder has the option to return the policy and cancel the contract if he/she is not satisfied with the terms and condition of the policy.
11.	Grace period	is the period beyond the premium due date during which the policyholder can pay the renewal premium without any interest or penalty. The risk cover continues during the grace period but the policyholder shall be still liable to pay the due premium
12.	Guaranteed Surrender Value	is the minimum guaranteed amount of Surrender Value of the Policy payable to the policyholder on the surrender of the Policy.
13.	In-force	is the status of the policy when all the due premiums have been paid upto date.
14.	Installment premium †	is the amount of money payable by you on each Premium Due Date in order to keep the insurance cover in force under the provisions of your policy. This does not includes service tax and cess.
15.	Lapse	is the status of the policy when a premium is not paid before the end of grace period.
16.	Life assured †	is the person in relation to whose life, insurance and other benefits are granted.
17.	Minor	is a person who has not completed 18 years of age.
18.	Nominee †	is the person who is named as the nominee in the proposal form or subsequently changed by endorsement, as per section 39 of the Insurance Act, 1938, who has been authorized to give a valid discharge to the policy monies in case of the death of the life assured during the term of the policy.
19.	Non-participating	means that your policy does not have a share in our profits.
20.	Paid Up	is the status of the policy if the premiums have been paid for a certain minimum number of years and thereafter premiums have not been paid within the grace period.
21.	Paid-up Sum Assured	Is equal to the basic sum assured <i>multiplied by</i> number of installment premiums paid <i>divided by</i> total number of installment premiums payable under your policy, if policy is in paid-up status.
22.	Policy anniversary	is the same date each year during the policy term as the date of commencement.  If the date of commencement is on 29th of February, the policy anniversary will be the last date of February.
23.	Policy document	means the policy schedule, policy booklet, endorsements (if any), other written agreements (if any) mutually agreed by you and us during the time your policy takes effect.
24.	Policy Schedule	is the document that sets out the details of your policy.
25. Own	Policyholder or Policy er †	is the owner of the policy and is referred to as the proposer in the proposal form. The policy owner need not necessarily be the same person as the life assured.
	Policy year	is the period between two consecutive policy anniversaries; by convention, this period includes the first day and excludes the next policy anniversary day.
27.	Policy term †	is the period, in years, during which the contractual insurance benefits are payable.
28.	Premium frequency †	is the period between two consecutive premium due dates for regular premium policy; the premium frequency can only be Yearly.



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Expressions	Meanings
30. Revival	is the process by which the benefits lost under a lapsed policy, are restored.
31. Revival period	is a 2-year period from the due date of the first unpaid premium.
32. Sum Assured †	is the insurance amount offered by us at the time of the inception of policy.
33. Surrender	is the voluntary cessation of a benefit by the policyholder; a surrender value will be payable, if applicable and if the product offers surrender value
34. Surrender Value	is the amount to be refunded to the Policyholder upon early and voluntary termination of the Policy by the Policyholder.
35. Underwriting	is the process of assessment of risk in respect of the life to be insured.  Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium is taken.
36. We, Us, Our	SBI Life Insurance Company Limited or its successors.  We are regulated by the Insurance Regulatory and Development Authority (IRDA). The registration number allotted by the IRDA is 111.
37. You, Your †	is the person named as the policyholder.

#### 2 Abbreviations

Abbreviation	Stands for
IRDA	Insurance Regulatory and Development Authority
Rs.	Indian Rupees
UIN	Unique Identification Number (allotted by IRDA for this product)

These abbreviations bear the meanings assigned to them elsewhere in the policy booklet.

#### 3 Policy Benefits

#### 3.1 Death Benefits

- 3.1.1 If the policy is in-force status as on the date of death of the life assured, we will pay the benefit in a manner as stated below:
- **3.1.1.1** We will pay a lump sum payment equal to the sum assured to the beneficiary.
- 3.1.2 If the policy is in paid-up status as on the date of death of the life assured, the death benefit would be as follows:
- **3.1.2.1**The paid-up sum assured would be equal to the basic sum assured multiplied by number of installment premiums paid divided by total number of installment premiums payable under your policy.

#### 3.2 Maturity Benefit

- 3.2.1 In case of survival of the Life assured till the end of the policy term, we will pay the maturity benefit in a manner as stated below:
- 3.2.1.1 If the policy is in-force status as on the date of maturity
  - **3.2.1.1.1** 100% of the total premiums paid in case you have chosen policy term of 10 years.
  - **3.2.1.1.2** 115% of the total premiums paid in case you have chosen a policy term of 15 years.
- 3.2.1.2 If the policy is in paid-up status as on the date of maturity, we will pay you
  - **3.2.1.2.1** 100% of the total premiums paid in case you have chosen policy term of 10 years.
  - 3.2.1.2.2 115% of the total premiums paid in case you have chosen a policy term of 15 years.

### 4 Non-forfeiture Benefits

## 4.1 Surrender Benefit

- 4.1.1 You may surrender your policy anytime during the policy term, provided at least three policy years's premiums are fully paid
- 4.1.2 We will pay you the higher of Guaranteed Surrender Value (GSV) and Non-Guaranteed Special Surrender Value (SSV) if you decide to surrender your Policy.
- **4.1.3** The Guaranteed surrender value will be as follows:
- **4.1.3.1**30% of the total premiums paid, if surrendered in the third policy year.
- 4.1.3.250% of the total premiums paid, if surrendered between fourth and seventh policy year, both inclusive
- 4.1.3.360% of the total premiums paid, if surrendered between eighth and tenth policy year, both inclusive
- **4.1.3.4**65% of the total premiums paid, if surrendered thereafter.
- **4.1.4** Special surrender value will be best estimate of the value of the policy at the time of surrender. This will be assessed periodically based on the likely financial/other circumstances.
- 4.1.5 On surrender, we will pay you higher of Guaranteed Surrender value and Special surrender value.
- **4.1.6** The surrender of the policy shall extinguish all rights and benefits under your policy.

### 4.2 Paid-up Benefit

- **4.2.1** Your policy will acquire paid up value if all the premiums have been paid for at least first 3 policy years and thereafter premiums have not been paid within the grace period.
- **4.2.2** Paid up sum assured on death is equal to basic sum assured multiplied by number of installment premiums paid divided by total number of installment premiums payable under your policy.
- **4.2.3** Maturity benefit for paid-up policy will be as follows:
- **4.2.3.1**100% of the total premiums paid in case you have chosen a policy term of 10 years.
- **4.2.3.2**115% of the total premiums paid in case you have chosen a policy term of 15 years.

You may terminate your paid-up policy before maturity by surrendering the policy for surrender value.

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- 5.1 You have to pay the premiums on or before the premium due dates or within the grace period.
- 5.2 You have to pay the premiums even if you do not receive renewal premium notice. There is no obligation on the company to send the renewal premium notices.
- 5.3 Service tax and cess will be borne by us
- 5.4 If we receive any amount in excess of the required premium, we will refund the excess.
- 5.5 You should pay the premium in full always. However, if we receive any amount less than the required premium, we will not adjust the same towards the renewal premium due till you pay the balance of premium. We will not pay any interest on this amount.

#### 6 Revival

- 6.1 If premiums are not paid within the grace period, your policy lapses. No benefits are then payable under your policy other than those mentioned under non-forfeiture benefits.
- 6.2 You can revive your policy during its revival period of 2 years from the due date of the first unpaid premium.
- **6.3** You should write to us during the revival period for reviving the policy.
- You have to submit Good Health Declaration and satisfy other underwriting requirements, if any.
- 6.5 We may accept or reject your revival request. We will inform you about the same. Your policy shall not be treated as revived or reinstated automatically unless you receive a written communication from us stating the same.
- You have to pay all due premiums, not paid during the revival period, along with interest.
- 6.7 The interest rate will be charged at a rate declared by us from time to time.
- **6.8** You cannot revive your policy after the revival period.

#### 7 Claims

#### 7.1 Death Claim

- **7.1.1** The policyholder, nominee or the legal heir, as the case may be, should intimate the death of the life assured in writing, stating at least the policy number, cause of death and date of death.
- **7.1.2** We will require the following documents to process the claim:
  - Original policy document
  - Original death certificate from municipal / local authorities
  - Claimant's statement and claim forms in prescribed formats
- Any other documents including post-mortem report, first information report where applicable
- 7.1.3 Claim under the policy may be filed with us within 90 days of date of claim event.
- **7.1.4** However, without prejudice, in case of delay in intimation or submission of claim documents beyond the stipulated period in the policy document or in the Statutes, We, at our sole discretion, may condone such delay and examine the admissibility or otherwise of the claim, if such delay is proved to be for reasons beyond the control of the nominee/claimant.
- **7.1.5** We will pay the claim, if found admissible, to the assignee, if the policy is assigned.
- **7.1.6** If the policy is not assigned, and
- **7.1.6.1** you are the life assured, we will pay
  - **7.1.6.1.1** the nominee, if the nominee is not a minor
- **7.1.6.2**the appointee, if the nominee is a minor
- **7.1.6.3** your legal heir, if nomination is not valid.
- 7.1.6.4 you are not the life assured, we will pay you or your legal heir
- **7.1.7** We may ask for additional information related to the claim.
- **7.1.8** You can claim only once under this plan.

#### 7.2 Maturity Claim

- 7.2.1 You are required to submit the original policy document and the discharge form to any of our offices.
- **7.2.2** If you assign your policy, we will pay claim to the Assignee.
- **7.2.3** If the policy is not assigned, we will pay the claim to you.

#### 7.3 Surrender

- **7.3.1** We will require the original policy document and discharge form to process the surrender request.
- **7.3.2** If the policy is assigned, we will pay the assignee, the surrender value.
- **7.3.3** If the policy is not assigned, we will pay the surrender value to
- **7.3.3.1** you
- 7.3.3.2 your legal heir/beneficiary, in the case of death of the life assured subsequent to surrender request but before payment

#### 8 Termination

### 8.1 Termination of your policy

Your policy will terminate at the earliest of the following:

- **8.1.1** On payment of death benefit
- **8.1.2** On the date of maturity of the policy
- **8.1.3** On payment of surrender value
- **8.1.4** On payment of free-look cancellation amount.
- **8.1.5** On your policy being in a lapsed status without acquiring any paid up value and after expiry of the revival period. However, death cover will terminate on nonpayment of due premium before the expiry of the grace period, provided the policy hasn't acquired paid up value

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#### 9 General Terms

#### 9.1 Free-look period

- **9.1.1** If you have purchased the policy through distance marketing channel, you have 30 days from the date of the receipt of this policy document or if you have purchased the policy from a channel other than distance marketing you have 15 days from the date of receipt of this policy document to review its terms and conditions. If you are not satisfied, you can return the policy stating the reasons for your objection.
- **9.1.2** We will then refund the premium paid after deducting proportionate risk premium for the period of cover, stamp duty paid and medical expenses, incurred, if any.
- **9.1.3** You cannot revive, reinstate or restore your policy once you have returned your policy.
- 9.1.4 We will not pay any benefit under your policy after we receive the free-look cancellation request.

#### 9.2 Suicide exclusion

- **9.2.1** If the life assured, commits suicide, within 12 months from the date of commencement of risk, we will pay 80% of the premiums paid and the contract would cease.
- **9.2.2** If the life assured, commits suicide within 12 months from the date of revival of the policy, we will pay 80% of the premiums paid or the surrender value, whichever is higher, and the contract would cease.

#### 9.3 Policy loan

**9.3.1** Your policy will not be eligible for any loan.

#### 9.4 Nomination

- **9.4.1** You have to make a nomination as per provisions of section 39 of the Insurance Act, 1938.
- 9.4.2 You have to write to us to change the existing nominees, in case you want to change the nominees or on death of the existing nominees.
- 9.4.3 You have to make a nomination when you get your policy re-assigned.
- **9.4.4** Nomination is for the entire policy and not for a part of the policy.
- 9.4.5 We do not express any opinion on the validity or accept any responsibility in respect of any nomination you make.

#### 9.5 Assignment

- **9.5.1** You have to write to us for effecting an assignment of your policy.
- **9.5.2** On assignment, the assignee will be the sole owner of the policy.
- **9.5.3** You have to make an assignment as per provisions of section 38 of the Insurance Act, 1938.
- **9.5.4** Assignment is for the entire policy and not for a part of the policy.
- 9.5.5 You have to submit your policy document along with a valid and duly attested deed of assignment.
- **9.5.6** We will effect the assignment by endorsing your policy.
- **9.5.7** Assignment will be binding on us only from the date of recording of assignment in our books.
- **9.5.8** Assignment will automatically cancel any existing nomination.
- 9.5.9 Assignment will not be permitted where the policy is under the Married Women's Property Act, 1874.
- 9.5.10 We do not express any opinion on the validity or accept any responsibility in respect of any assignment you make.

#### 9.6 Non-disclosure

- **9.6.1** We have issued your policy based on the statements in your proposal form, personal statement, medical reports and any other documents.
- **9.6.2** If we find that any of this information is inaccurate or false or you have withheld any material information, we shall declare your policy null and void but subject to section 45 of the Insurance Act, 1938.
- **9.6.3** Your policy will be cancelled immediately by paying the surrender value.

#### 9.7 Grace period

- **9.7.1** You can pay your premiums within a grace period of 30 days from the premium due date.
- 9.7.2 Your policy will be treated as in-force during the grace period, however, your liability to pay the renewal premium due shall continue.
- 9.7.3 If you do not pay your due premiums before the end of grace period, your policy lapses.

# 9.8 Misstatement of age

- **9.8.1** If we find that the correct age of the life assured is different from that mentioned in the proposal form, we will check your eligibility for the policy, as on the date of commencement.
- 9.8.2 If Incorrect age is stated and
- **9.8.2.1** If eligible,
  - **9.8.2.1.1** If the correct age is found to be higher or lower, we will accordingly revise the Sum Assured as per your age at entry.
- 9.8.2.2If not eligible,
  - **9.8.2.2.1** We will terminate your policy.
  - **9.8.2.2.2** We will pay you the surrender value, if any, as on date of cancellation.

## 9.9 Participation in profits

Your policy does not participate in our profits.

# 9.10 Taxation

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**9.10.1** Service tax and cess will be borne by us.

9.10.2 Taxes may change subject to future changes in taxation laws.

#### 9.11 Date formats

Unless otherwise stated, all dates described and used in the policy schedule are in dd/mm/yyyy formats.

#### 9.12 Electronic transactions

We shall accept premiums and pay benefits through any approved modes including electronic transfers.

#### 9.13 Communications

- 9.13.1 We will communicate to you in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 9.13.2 We will send correspondence to the mailing address you have provided in the proposal form or to the changed address that is intimated to us and recorded by us.
- 9.13.3 You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- **9.13.4** All your correspondence should be addressed to:

SBI Life Insurance Company Limited,

Central Processing Centre,

Kapas Bhawan, Sector – 10,

CBD Belapur,

Navi Mumbai – 400 614. Phone: 022 - 6645 6241 E-mail: info@sbilife.co.in

9.13.5 It is important that you keep us informed of your changed address

#### 10 Complaints

#### 10.1 Grievance redressal procedure

- 10.1.1 If you have any query, complaint or grievance, you may approach any of our offices.
- 10.1.2 You can also call us on our toll-free number.
- 10.1.3 If you are not satisfied with our decision or have not received any response within 10 working days, you may write to us at:

Head - Client Relationship,

SBI Life Insurance Company Limited

Central Processing Centre,

Kapas Bhawan, Sector – 10,

CBD Belapur,

Navi Mumbai – 400 614.

Telephone No: 022 - 6645 6241

Fax: 022 - 6645 6655

Email Id: info@sbilife.co.in

- 10.1.4 In case you are not satisfied with our decision, and the issue pertains to provision 12 (1) of the Redressal of Public Grievances Rules, 1998, you may approach the Insurance Ombudsman. You can lodge the complaint with the Ombudsman as per provision 13 of the said rules. The relevant provisions have been mentioned in the section 'Relevant Statutes'.
- 10.1.5 The address of the Insurance Ombudsman and the Redressal of Public Grievances Rules, 1998, are, available in the website of IRDA, <a href="http://www.irdaindia.org">http://www.irdaindia.org</a> and in our website <a href="http://www.sbilife.co.in">http://www.irdaindia.org</a> and in our website <a href="http://www.sbilife.co.in">http://www.sbilife.co.in</a>. The address of the ombudsman at Mumbai is:

Office of the Insurance Ombudsman (Maharashtra and Goa)

3<sup>rd</sup> Floor, Jeevan Seva Annexe,

S.V. Road, Santa Cruz (W),

Mumbai – 400 054.

Phone: +91 – 22 – 2610 6928

Fax: +91 - 22 - 2610 6052

Email: ombudsmanmumbai@gmail.com

**10.1.6** We have also enclosed the addresses of the insurance ombudsman.

### 11 Relevant Statutes

#### 11.1 Governing laws and jurisdiction

11.1.1 This is subject to prevailing Indian Laws. Any dispute that may arise in connection with this shall be subject to the jurisdiction of the competent Courts of Mumbai.

Sections 41 and 45 of the Insurance Act, 1938 and Rules No. 12[1] and 13 of the Redressal of Public Grievance Rules are given hereunder for your ready reference.

#### 11.2 Section 41 of the Insurance Act 1938

11.2.1 (1)No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take 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 a rebate of premium within the meaning of this sub-section if at the time of such



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acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide 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.

#### 11.3 Section 45 of the Insurance Act 1938

No policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such a statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy-holder and that the policy holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose;

Provided that 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.

#### 11.4 Provision 12 (1) of Redressal of Public Grievances Rules, 1998

The Ombudsman may receive and consider

- (a) Complaints under Rule 13
- (b) Any partial or total repudiation of claims by an insurer
- (c) Any dispute in regard to premium paid or payable in terms of the policy
- (d) Any dispute on the legal construction of the policy, insofar as such disputes relate to claims
- (e) Delay in settlement of claims
- (f) Non-issue of any insurance document to customers after receipt of premium

#### 11.4.1 Provision 13 of Redressal of Public Grievances Rules, 1998

- (1) any person who has a grievance against an insurer, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the insurer complained against is located.
- (2) the complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to complaint supported by documents, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
- (3) no complaint to the Ombudsman shall lie unless -
  - (a) the complainants had before making a complaint to the Ombudsman made a written representation to the insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer.
  - (b) the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant, and
  - (c) the complaint is not on the same subject matter, for which any proceedings before any Court, or Consumer Forum or Arbitrator is pending or were so earlier.