

Annexure VII

A Group Non-Linked << Non-Participating Life>> Insurance Plan

PART A: forwarding letter & policy schedule	
Date: _	
	Agency Details
	Agency Category
	Agent Name
	Agent (cy) Code
Group Policy No	Agent Contact No
Group Policy No. Mr/Mrs/Ms	
Address:	
Landmark:	
Mobile No.:	
Dear ,	
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 also thank you for joining	us on this journey to create
prosperity.	
We enclose the following documents	
Policy bond 3. First premium receipt	
2. Copy of your proposal form	
If you require clarification on any point, please feel free to contact Shriran	n Life Insurance Company
Limited. Plot no 31-32, Ramky Selenium, Financial district, Gachibowli, Hyderab	
23009400. Kindly quote your Policy No in all corresponde	
Free Look Period	
The master policy holder has a period of 15 days from the date of receipt of the poli	
terms and conditions of the policy and where the master policy holder disagrees	
conditions, he has the option to return the policy stating the reasons for his ob- entitled to a refund of the premium paid, subject only to a deduction of a proportion	-
period on cover and the expenses incurred by the Company on medical examination	
charges.	on, in any, and stamp daty
A request received by the Company for free look cancellation of the policy shall	be processed and premium
shall be refunded within 15 days of receipt of the request.	
For any delay, the Company shall pay penal interest at a rate, which is 2% above	
request or last necessary document if any whichever is later, from the insured/cla	aimant as stated above
We assure you the best of our services and look forward to the pleasure of partner	ring with you for many year
to come.	with you for many year.
Kind Regards,	
(Atul sharma)	



WHEREAS

- 1. The Shriram Life Insurance Co. Ltd (here in after called 'SLIC ') has received a proposal from the Group Policyholder, as hereinafter defined, requesting to grant the benefits as hereinafter described and to effect the necessary Assurance thereof;
- 2. SLIC has received from the Group Policyholder, statements and particulars of the members as hereinafter defined;
- 3. The Group Policyholder have agreed to furnish such statements and particulars of the members as may in future be required by SLIC from time to time for effecting the assurances;
- 4. The Group Policyholder have also declared and agreed that the said proposal and the statements and particulars shall be the basis of the policy; and
- 5. The Group Policyholder have paid the premium of Rs. «Risk_premium»/- in respect of «No_of_lives» members for a total Sum Assured Rs. «Total_Cover» /-
- "Consolidated Stamp Duty (Rs. «Stamp_duty» Policy Insurance Stamps) has been paid to The Commissioner & Inspector General of Registration and Stamps, A.P., Hyderabad. Permission obtained Procs No «process_No»dated «date»

NOW THIS POLICY WITNESSETH AS FOLLOWS:

- 1. Subject to the payment of appropriate premiums specified herein and on submission of proof of the happening of the contingencies stated in respect of the members SLIC shall pay the benefits to the beneficiary- the Group Policyholder in accordance with the terms, provisions and conditions hereof.
- 2. All monies payable to or by SLIC hereunder shall be paid at the Head Office of SLIC at Hyderabad and the assurances effected hereunder shall be expressed in the Indian rupees. A Discharge or receipt of the Group Policyholder or on their behalf of any person duly Authorized in writing by the Group Policyholder shall be a good, valid and sufficient discharge to SLIC and in receipt of any payment to be made by SLIC hereunder.
- 3. Any amendment in the terms and conditions of this policy shall be given effect to the policy signed by an Authorized Officer of SLIC.
- 4. The provisions hereinafter contained shall form part of this policy as fully as if recited over the signature affixed hereto.

Dated at Hyderabad this **«Dt_adj» Examined:**

For and on behalf of

SHRIRAM LIFE INSURANCE COMMPANY LTD.



POLICY SCHEDULE

	•	
Name and Address of the master Policyholder		
Employer/Trustees Name		
Date of Proposal		
Effective date of Policy		
Annual Renewal Date		
Mode of premium payment		
Total Sum Assured		
Total Rider Sum assured		
Minimum Group size	20 members	
Minimum age allowed under the plan	14 years age last birthday	
Maximum age allowed under the plan	74 years age last birthday	
Contributions/Premiums are payable on	month day of every year	



PART B: Definitions

- B.1. Age: Age of Life assured/Member as on last birthday (in completed years).
- **B.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)
- **B.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"
- **B.4.** Beneficiary: The lending institution is the Beneficiary who will receive the benefits in case of claim.
- **B.5. Business Day**: It refers to the day on which the offices of Shriram Life Insurance Company remains open and the transactions are carried out.
- **B.6. Complaint/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
- **B.7. 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
- **B.8. Cover:** means an insurance contract either 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
- **B.9. Discontinuance:** The state of the Policy that could arise on the account of the surrender of the Policy or non-payment of contractual premiums / contributions due before the expiry of the notice period.
- **B.10. Distribution channels:** means persons and entities authorized by the Authority to involve in sale and service of insurance products
- **B.11. Grace period**: The time granted by the insurer from the due date for the payment of premium without any penalty/late fee during which time the policy is considered to be in force with the risk cover without any interruption as per the terms of the policy
- B.12. IRDAI: Insurance Regulatory and Development Authority of India
- **B.13.** Master Policyholder: Person who has proposed to purchase the policy and pays the premium under the policy.
- **B.14. Member / Scheme Member**: A member who has joined the Group and has been admitted to the benefits of this Policy.
- **B.15. Nominee**: The person /persons appointed by the member to receive the benefits left over after repayment of loan outstanding upon his/her death
- **B.16. 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
- **B.17. Prospect**: means any person who is a potential customer of an insurance and likely to enter into an insurance contract either directly with the insurer or through a distribution channel
- **B.18. Prospectus**: means a document either in physical or electronic or any other format issued by the insurer to sell or promote the insurance products
- **B.19. Policy Schedule:** Document featuring the main details and benefits of the policy. **Revival:** Restoration of policy which was discontinued due to non-payment of premiums



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- B.20. Rider benefits: An amount of benefit payable on a specified event offered under the rider and is
- **B.21.** allowed as an add on benefit.
- **B.22. Surrender**: Option exercised by the policy holder for complete withdrawal/termination of the entire policy.
- **B.23. Sum Assured on death:** Absolute amount which is guaranteed to become payable on death of the life assured in accordance with the terms & conditions of the policy
- **B.24.** We, Us, Our, Insurer, SLIC or The Company: Shriram Life Insurance Co. Ltd.
- **B.25. You, or Your:** The Master Policyholder as mentioned in the Policy Schedule. Policyholder may or may not be life Assured.



PART C: Product description & its benefits

All employers to whom the Employee's Provident Fund & Miscellaneous Provision Act, 1952 applies, have a Statutory liability to subscribe to Employee's Deposit Linked Insurance Scheme, 1976, to provide the benefit of Life insurance to all of their employees.

Benefits under the plan

Death Benefit: In case of death of the member life assured the sum assured will be paid.

Maturity Benefit: There is no maturity benefit under the plan.

Grace period

The grace period allowed for payment of due premiums for various modes are as follows:

Premium	payment	Grace period in days
frequency		
Yearly		No grace period as this
		is a OYRGT plan.
Half yearly		30
Quarterly	•	30
Monthly		15

Life cover is active during the grace period and the death benefit is payable after deducting the premium due, should the death occur during this period.



PART D: Non-forfeiture Benefits & Policy Servicing

Surrenders: There is no surrender benefit under this policy.

In case of surrender, the company shall give an option to the individual members of the group to continue the policy as an individual policy.

Loans: Loans are not granted under the policy.

Renewals:

The lapsed policy can be renewed by payment of the premium along with other requirements, if any as per the Board approved underwriting policy of the Company.

Free Look Period

The policy holder has a period of 15 days (30 days in case the business is sourced through distance 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.

A request received by the Company for free look cancellation of the policy shall be processed and premium shall be refunded within 15 days of receipt of the request.

For any delay, the Company shall pay penal interest at a rate, which is 2% above bank rate from the date of request or last necessary document if any whichever is later, from the insured/claimant as stated above

Taxes

Premiums are exclusive of taxes.

All Premiums are subject to applicable taxes, cesses and levies which shall be paid by you along with the Premium. If any additional Taxes /Cesses /Levies are imposed by any statutory or administrative body of this country under this Policy, the Company reserves the right to claim the same from policyholder".

PART E: Charges under the Plan

Not Applicable



PART F: Terms & Conditions

F1. Nomination as amended from time to time

The member may at any time during the membership of the scheme may appoint or change a nominee. The group policy holder will keep and update the records with the details of all such nominations. If the nominee is a minor, the member appoints an Appointee to receive and hold the balance death benefits until the nominee becomes a major.

The SLIC is not responsible in registering nominations made under this policy.

Nomination shall be as per section 39 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 38 and 39 is enclosed in annexure – II for reference]

F2. Delay in claim intimation:

Please communicate to us about the claim within 90 days. 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.

F3. Procedure for making a death claim

In case of the death of the insured member, the nominee /beneficiary shall submit the following documents along with the claim forms provided by the Company to claim the death benefit.

- a) Master policy Number
- b) Original certificate of insurance
- c) Proof of death/ Death certificate
- d) Identity proof of Nominee
- e) FIR, post mortem, charge-sheet, in case of death due to accident/accidental death. Any other document depending on the cause of death and nature of claim

F4. Currency:

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

F5. Timelines and Delay in settlement of claims:

The following are the timelines stipulated for settlement of claims/requests as per the Board approved policy for Protection of Interests of Policy holders:

- i. The death claims will be paid or rejected or repudiated giving relevant reasons, within 30 days from the date of receipt of all relevant papers and required clarifications. However where the circumstances of a claim warrant an investigation in the opinion of the insurer, it shall initiate the same at the earliest and complete the such investigation expeditiously, in any case not later than 90 days from the date of receipt of claim intimation and the claim shall be settled within 30 days thereafter.
 - If there is any delay on the part of the Company for the timelines mentioned in (i) above , the Company shall pay interest at a rate, which is 2% above bank rate from the date of receipt of last necessary document
- ii. In respect of free look cancellation, surrender, withdrawal, request for refund of proposal deposit, refund of outstanding proposal deposit, the payments will be paid within 15 days of receipt of request or last necessary document failing which the Company shall pay penal interest at a rate, which is 2% above Bank rate from the date of request or receipt of last necessary document if any whichever is later, from the insured/claimant



F6. Fraud or misrepresentation:

In case of fraud or misrepresentation by the Group Policyholder in respect of any information or declaration, the policy monies payable shall be subject to the fraud or misrepresentation being established by Shriram Life Insurance Company Ltd in accordance with the section 45 of the Insurance Act 1938, as amended from time to time

If any material information given by the member is found wrong or untrue averment on the basis of which the benefits or assurances have been affected on the life of any member, the particular assurances shall be cancelled by SLIC by paying the surrender value, subject to section 45 of the Insurance Act 1938 as amended from time to time.

F7. General Conditions:

- (a). A member shall be admitted to the benefits of this policy with effect from this date of admission as a member of the Group or the effective date of policy whichever is later and the Group Policyholder shall advise the SLIC to this effect and furnish the relevant particulars of the member.
- **(b).** SLIC shall not be liable for any action taken in good faith upon any statements and particulars furnished by the Group Policyholder which shall be or shall be provided to have been erroneous. Such of the Group Policyholder's records in original as in the opinion of SLIC have a bearing on the benefits provided or the premiums payable hereunder shall be open for inspection by SLIC whenever required. The Group Policyholder shall at the request of SLIC produce the policy whenever required for the purpose of stamping, reference or inspection.
- (c). In any case where SLIC is liable to account to the revenue authorized for income tax or any other duties on the payment to be made under the policy, SLIC shall deduct appropriate amounts for the purpose from the respective payments and shall not be liable to the Group Policyholder for the sums so deducted.
- (d). All disputes which may arise in connection with this policy shall be submitted to the appropriate court or courts having jurisdiction over the city of Hyderabad.
- **(e).** For claiming the Benefits laid down under part 3 of the schedule the Group Policyholder will have to submit the death certificate in original of the member along with the claim form.

Important Sections of Insurance Act

F8. Extract from Section 41 of the Insurance Act,1938: as amended from time to time:

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 a 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 bona fide insurance agent employed by the insurer.

Any person making default in complying with the provisions of this section shall be punishable with fine, which may be extending to ten lakhs rupees.



F9. Extract from 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.

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.



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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:

Officer in charge

Group Insurance dept,

SHRIRAM LIFE INSURANCE CO LTD.

Plot no. 31-32, Ramky Selenium,

Financial District, Gachi Bowli,

Hyderabad,

Telangana-500032

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,

Telangana - 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 http://www.igms.irda.gov.in/

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, Telangana 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:

- a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
- b) any partial or total repudiation of claims by the life insurer;
- c) disputes over premium paid or payable in terms of insurance policy;
- d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- e) legal construction of insurance policies in so far as the dispute relates to claim;
- f) policy servicing related grievances against insurers and their agents and intermediaries;

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- g) issuance of life insurance policy, which is not in conformity with the proposal form submitted by the proposer;
- h) non-issuance of insurance policy after receipt of premium in life insurance

any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as-they relate to issues mentioned at clauses (a) to (f)

Manner in which complaint to be made

As per provisions 14(2) and 14(3) of Ombudsman rules 2017

The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman No complaint to the Insurance Ombudsman shall lie unless—

- a) the complainant makes a written representation to the insurer named in the complaint and—
 - either the insurer had rejected the complaint; or
 - ii. the complainant had not received any reply within a period of one month after the insurer received his representation; or
 - iii. the complainant is not satisfied with the reply given to him by the insurer;
- b) The complaint is made within one year
 - i. after the order of the insurer rejecting the representation is received; or
 - ii. after receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - iii. after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant

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, Telangana-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 Authorized Legal officer

Signature of the Appointed Actuary

Company seal



Annexure I

List of Ombudsman

CONTACT DETAILS	JURISDICTION
AHMEDABAD	State of Gujarat and Union Territories of Dadra & Nagar Haveli and
Office of the Insurance Ombudsman,	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:-	
bimalokpal.bengaluru@gbic.co.in	
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.	
Tel.:- 0674-2596461 / 2596455	
Fax:- 0674-2596429	
Email:-	



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bimalokpal.bhubaneswar@gbic.co.in	
CHANDIGARH	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and
Office of the Insurance Ombudsman,	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 and
Office of the Insurance Ombudsman,	Karaikal (which are part of Union Territory of Pondicherry).
Fatima Akhtar Court,	, , , , , , , , , , , , , , , , , , , ,
4th Floor, 453 (old 312), Anna Salai,	
Teynampet,	
CHENNAI – 600 018.	
Tel.:- 044-24333668 / 24335284	
Fax:- 044-24333664	
Email:-	
bimalokpal.chennai@gbic.co.in	
DELHI	State of Delhi
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	
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	
Email:-	
<u>bimalokpal.ernakulum@gbic.co.in</u>	
GUWAHATI	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh,
Office of the Insurance Ombudsman,	Nagaland and Tripura.
'Jeevan Nivesh', 5th Floor,	
Nr. Panbazar over bridge, S.S. Road,	
Guwahati – 781001(ASSAM).	

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Tel.:- 0361- 2132204 / 2132205	
Fax:- 0361-2732937	
Email:-	
<u>bimalokpal.guwahati@gbic.co.in</u>	
HYDERABAD	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a
Office of the Insurance Ombudsman,	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:-	
bimalokpal.hyderabad@gbic.co.in	
JAIPUR	State of Rajasthan.
Office of the Insurance Ombudsman,	
Jeevan Nidhi-II Bldg.,	
Ground Floor,	
Bhawani Singh Marg,	
Jaipur - 302005.	
Tel.:- 0141-2740363	
Email:- bimalokpal.jaipur@gbic.co.in	
KOLKATA	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman
Office of the Insurance Ombudsman,	and Nicobar Islands.
Hindustan Building Annexe,	
4th floor, 4, CR Avenue,	
Kolkata - 700 072.	
Tel.:- 033-22124339 / 22124340	
Fax:- 033-22124341	
Email:- bimalokpal.kolkata@gbic.co.in	
LUCKNOW	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda,
Office of the Insurance Ombudsman,	Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh,
6th Floor, JeevanBhawan,	Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur,
Phase-II, Nawal Kishore Road,	Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad,
Hazratganj,	Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur,
Lucknow-226 001.	Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur,
Tel.:- 0522-2231330 / 2231331	Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
Fax:- 0522-2231330 / 2231331	2 20a, maa, anamaan, sama, sama amagan
Email:-	
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MUMBAI	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai &
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	in lieu of EDLI - 'December 2017 Page 15 of 18

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SHRIRAM GROUP TERM LIFE INSURANCE IN LIEU OF EDLI (UIN: 128N040V02)

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NOIDA	States of Uttaranchal and the following Districts of Uttar Pradesh:. Agra,
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BhagwanSahai Palace,	Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya,
4th Floor, Main Road,	Pilibhit, Etawah, Farrukhabad, Firozabad, GautamBudh Nagar,
Naya Bans, Sector-15,	Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj,
GautamBudh Nagar, Noida	Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
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PATNA	States of Bihar and Jharkhand.
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Patna - 800 006.	
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PUNE	States of Maharashtra, Area of Navi Mumbai and andhraThane
Office of the Insurance Ombudsman,	excluding Mumbai Metropolitan Region.
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CTS Nos. 195 to 198,	
NC Kelkar Road, Narayan Peth,	
Pune - 411 030	
Tel: 020 -32341320	



Annexure II

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

A. 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.

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- 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.