

Shriram Life Insurance Company Limited Shriram Life Group Superannuation Plan & UIN: 128N064V01

A Non-Linked Non-Participating Yearly Renewable Group Pension Variable Insurance Plan

Annexure \	/
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PART A: FORWARDING LETTER & POLICY SCHEDULE

Date: ____/___/_____

:

Agency Details

Agency Category :	
Agent Name	
Agent (cy) Code :	
Agent Contact No :	

Policy No.	
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 also thank you for joining us on this journey to create prosperity.

If you require clarification on any point, please feel free to contact Shriram Life Insurance Company Limited. Plot no 31-32, Ramky Selenium, Financial district, Gachibowli, Hyderabad -500031. Phone: 040-23009400. Kindly quote your Policy No. ______ in all correspondences.

You are requested to examine the policy and satisfy yourself that the various provisions, terms contained therein conform to their requirements. If any amendment or modification is found necessary, the company shall address the matter immediately.

Free-look Cancellation

If master policyholder is not satisfied with the 'Terms and Conditions' of the policy, the policy can be returned to the company for cancellation with reasons thereof within 15 days from the date of receipt of the bond. The company will refund the contribution after deducting stamp duty.

We assure you the best of our services and look forward to the pleasure of partnering with you for many years to come.

Kind Regards,

Vaidy

(G. Vaidyanathan) Vice president - Corporate Services

Page 1 of 22



Shriram Life Insurance Company Limited Shriram Life Group Superannuation Plan & UIN: 128N064V01

WHEREAS

The Shriram Life Insurance Co. Ltd (here in after called 'SLIC or Company ') has received a proposal from trustees/Employer, (here in after called 'Master Policyholder '), requesting to grant the benefits under "Shriram Life Group Superannuation Plan" for providing pension benefits as described in the Scheme Rules of the aforesaid Superannuation scheme, which Rules together with the aforesaid proposal are hereby declared to be the basis of this policy and WHEREAS the Company has received an amount of Rs._____ being the contribution due on the date of commencement of this Policy.

NOW THIS POLICY WITNESSETH AS FOLLOWS:

- 1. Subject to terms and conditions specified herein and on submission of proof of the happening of the contingencies stated in respect of the members as specified in the scheme rules SLIC shall pay the benefits the Master 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 benefits effected hereunder shall be expressed in the Indian rupees.
- 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 along with the Scheme Rules shall form part of this policy as fully as if recited over the signature affixed hereto.

Dated at Hyderabad **«Date»** Examined:

For and on behalf of

SHRIRAM LIFE INSURANCE COMMPANY LTD.



Shriram Life Insurance Company Limited Sar Shriram Life Group Superannuation Plan & UIN: 128N064V01

POLICY SCHEDULE

- Policy Number
- Name of the Master Policyholder
- Address of the Master Policyholder:
- Employer/Trustees Name:
- > Date of Proposal:
- Effective date of Policy/Date of Commencement of policy:
- Annual Renewal Date:
- Policy Account opted: Individual Policy Account/ Pooled Policy Account
- Initial Contribution received
- Total no. of members at inception
- ➢ Name /license no. of intermediary



Shriram Life Insurance Company Limited San Shriram Life Group Superannuation Plan & UIN: 128N064V01

PART B: Definitions and abbreviations

1	Account	shall mean either the Individual Policy Account or the Pooled Policy Account, as specified in the Schedule.
2	Minimum Floor Rate (MFR)	shall mean the annualized rate of return of 1% per annum guaranteed for the entire term of the Policy.
3	Additional Interest Rate(AIR)	shall mean the annualized rate of return declared by the Company at the start of each financial quarter and credited to the Account at the end of such financial quarter after crediting the Account with the Minimum Floor Rate (MFR).
4	Company	Shall mean Shriram Life Insurance Company Limited
5	Contribution	shall mean the amount as determined through actuarial valuation and is payable by the Master Policyholder to the Company
6	Individual Policy Account	shall mean the account maintained by the Company under this Policy in respect of each Member, if individual policy account has been selected by the Master Policyholder as specified in the Schedule.
7	Pooled Policy Account	shall mean the single account maintained by the Company under this Policy in respect of the scheme, if pooled policy account has been selected by the Master Policyholder as specified in the Schedule.
8	Annual Renewal Date	shall mean the date corresponding numerically with the Policy Commencement Date each subsequent year.
9	Beneficiary	shall mean the person who has been appointed by the Member as the nominee and whose name has been entered in the Membership Register kept by the Master Policyholder as being eligible to receive the benefits payable under the Policy on the death of the Member.
10	Bulk Exits	shall mean such exits as defined in the Scheme Rules where the total amount on exit due to any event, in a given Policy Year, including the current amount on exit exceeds 25% of the Pooled Policy Account Value /Total of all Individual Policy Account Value at the beginning of the Policy Year.

Page **4** of **22**



Shriram Life Insurance Company Limited Sar Shriram Life Group Superannuation Plan & UIN: 128N064V01

11	Entry Date	 i) the Policy Commencement Date in relation to the Members already existing as Members under the Scheme on the Policy Commencement Date and ii) in relation to a new Member the date when his name has been recorded in the Membership Register as a Member, after due written approval from the Company.
12	Fund	Shall mean the investment fund created below to manage the Contribution under Shriram Life Group Superannuation Plan.
13	Individual Policy Account Value	the accumulated value in the Individual Policy Account of the Contributions received in respect of the member at the rate/s of Minimum Floor Rate and Additional Interest Rate less the Fund Management Charge and any applicable service tax & cess and plus non negative residual additions/claw back additions, if any
14	Pooled Policy Account Value	shall mean the accumulated value in the Pooled Policy Account, of all the Contributions received at the rate/s of Minimum Floor Rate and Additional Interest Rate less the Fund Management Charge and any applicable service tax & cess and plus non negative residual additions/claw back additions, if any
15	Member	shall mean a person who meets and continues to meet the eligibility criteria specified in the Scheme Rules and whose name has been recorded in the Membership Register as a Member effective from the Entry Date and on whose life the benefits under this Policy has been effected.
16	Normal Retirement Date	shall mean the date specified in the Membership Register for each Member on which the Member is expected to retire from service.



17	Scheme Rules	Shall mean the rules adopted by the Master Policyholder and approved by the Company to run the scheme under Shriram Life Group Superannuation Plan to provide benefits to the Members, as a pre-requisite to the issuance of this Policy. A certified copy of the Scheme Rules has to be furnished to the Company by the Master Policyholder
18	Policy Year	shall mean the year commencing on the Policy Commencement Date or on any Annual Renewal Date.
19	Age	Age of Member as on last birthday
20	You, or Your	The Master Policyholder as mentioned in the Policy Schedule
21	We, Us, Our, Insurer, SLIC or The Company	Shall mean Shriram Life Insurance Company Limited
22	Date of commencement of the policy	Shall mean the date on which the policy commences
23	Proposal	Shall mean a form to be filled in by the master policyholder



Shriram Life Insurance Company Limited Sar Shriram Life Group Superannuation Plan & UIN: 128N064V01

PART C: Product description & its benefits

Shriram Life Group Superannuation Plan is a variable, non linked, non participating fund based one-year group superannuation product

On the Policy Commencement Date, the Company shall open member-wise Individual Policy Accounts or a Pooled Policy Account for the entire scheme, as specified in the Policy Schedule and as requested by the Master Policyholder. All the Contributions received by the Company shall be credited to the Policy Account.

As the Policy is yearly renewable, the master Policyholder shall renew the Policy at each Annual Renewal Date, as per the term & conditions stipulated by the Company.

At the end of each financial quarter, the Company will credit the Minimum Floor Rate (MFR) at the rate of 1% per annum and then, any Additional Interest Rate (AIR); and will deduct the applicable Fund management Charge along with any applicable service tax and cess from the policy account.

The MFR and AIR (as described below) shall be credited to the Account only to the extent and duration for which the monies remained invested in the Account.

The Fund Management Charge will be deducted from the Account only to the extent and duration for which the monies remained invested in the Account.

Minimum Floor Rate: The plan offers a minimum floor rate of 1% pa, which is guaranteed to accrue at the end of each quarter. This minimum floor rate is guaranteed interest rate that Policy Account shall earn during the entire policy term accumulating on the balance of the policy account. Such accumulation shall be on quarterly basis on the balance of the policy account at the beginning of each such quarter.

An Additional non - zero positive Interest Rate: This rate shall be declared at the beginning of every financial quarter depending on the prevailing yields. This additional interest rate shall remain guaranteed for that quarter. The beginning of the financial quarter would mean the first business working day for that quarter. The non-zero positive additional interest rate shall be declared based on the formula given below. The rate for the quarter will be effective quarterly return.

Additional interest rate = 90% *(actual return earned during the previous quarter by the assets which are separately earmarked for this product less minimum floor rate).

At each interval, after the minimum floor rate is credited, the non-zero positive additional interest rate shall be credited to the balance of the policy account value.

The company shall ensure that the minimum guaranteed interest rate and the additional non - zero positive interest shall be credited as per regulations 10(b) and 10(c) of IRDA (Non linked Insurance Products) Regulations 2013.

Page **7** of **22**



Non-zero positive residual additions:

In the process to comply with the reduction in yield as stipulated in Reg 37 of IRDA (Linked Insurance Products) Reg 2013, and subsequent clarifications, after the minimum floor rate and non zero positive additional interest rate are credited, non zero positive residual additions/claw back additions, if any shall be credited to the policy account value at various durations of time after first five years of the contract.

Benefits

For policies where individual member accounts are maintained (In respect of Defined Contribution Schemes)

Event on which benefit is payable	How and when benefits become payable	Benefit payable
Death	Immediately on death of the member as per scheme rules	Higher of (Policy account value in respect of the member, Assured benefit)
Retirement	On retirement of the member as specified in the scheme rules	Higher of (Policy account value in respect of the member, Assured benefit)
Surrender	On surrender of the policy by the master policyholder	Total policy Account value less surrender charge if any less Market Value Adjustment if any
Withdrawals strictly as defined in the scheme rules	Immediately on withdrawal as per scheme rules	Policy account value in respect of the member

There shall be an assured benefit that shall be applicable on such individual accounts. Such Assured benefit shall be equal to 101% of contributions received in respect of the member.

For exits on account of death, retirement or any other exit allowed in accordance with the scheme rules as agreed at the inception of the contract with master policyholder, the insurer shall make payments from the superannuation funds, subject to the availability of such funds, as per the terms of the scheme rules applicable to the member who is exiting.

If the master policyholder maintains superannuation funds with more than one insurer, the master policyholder shall have the option to choose the insurer to purchase the immediate annuity. If the master policyholder maintains entire superannuation funds with Shriram Life Insurance Company, the master policyholder shall have to purchase the immediate annuity from Shriram Life Insurance Company.

Total Policy Account Value is the total of policy account values of all individual members.

For policies where individual member accounts are not maintained and maintains a pooled account only (In respect of Defined Benefit Schemes)

Page 8 of 22



Shriram Life Insurance Company Limited Sar Shriram Life Group Superannuation Plan & UIN: 128N064V01

Event on which benefit is payable	How and when benefits become payable	Benefit amount payable
Death	Immediately on death of the member as per scheme rules	Amount requested by the master policyholder as per scheme rules
Retirement	On retirement of the member as specified in the scheme rules	Amount requested by the master policyholder as per scheme rules
Surrender	On surrender of the policy by the master policyholder	Policy Account value less surrender charge if any less Market Value Adjustment if any
Withdrawals strictly as defined in the scheme rules	Immediately on withdrawal as per scheme rules	Amount requested by the master policyholder as per scheme rules

There shall be an assured benefit that shall be applicable on the entire superannuation fund available with the insurer. Such Assured benefit shall be equal to 101% of contributions received in respect of the scheme after allowing for all benefits paid out of the policy account.

For exits on account of death, retirement or any withdrawal allowed in accordance with the scheme rules as agreed at the inception of the contract with master policyholder, the insurer shall make payments from the superannuation funds, subject to the availability of such funds, as per the terms of the scheme rules applicable to the member who is exiting.

If the master policyholder maintains superannuation funds with more than one insurer, the master policyholder shall have the option to choose the insurer to purchase the immediate annuity. If the master policyholder maintains entire superannuation funds with Shriram Life Insurance Company, the master policyholder shall have to purchase the immediate annuity from Shriram Life Insurance Company.



Shriram Life Insurance Company Limited Same Shriram Life Group Superannuation Plan & UIN: 128N064V01

PART D: Non-forfeiture Benefits & Policy Servicing

Surrender of Policy

On surrender of the Policy, the surrender value payable will be sum of all Individual Policy Account Value / Pooled Policy Account Value (as the case may be) as on the date of surrender/termination less Surrender Charge (if any) as mentioned in the Part E below, less the Market Value Adjustment (if applicable) as mentioned in the Part E below. The surrender value will be payable to the Master Policyholder and, on payment of the surrender value, the Policy will terminate.

There is no other charge on surrender except the surrender charge and the Market Value Adjustment, as mentioned in Part E below.

Loans: Loans are not granted under the policy.

Renewal of the policy:

On every Annual Renewal Date (ARD), master policyholder is required to submit a written declaration about the funding status of the scheme as per Actuary's Certificate given in accordance with AS-15 (Revised) for superannuation liability. "Nil Contributions" will be allowed when the funding status of the scheme is in surplus and the same is supported by an actuary's certificate in accordance with AS-15 (Revised). The policy will continue to accrue the declared interest from time to time and claims as per the scheme rules will be settled subject to availability of the policy account value.

Suicide Exclusion is Not Applicable

Free Look cancellation:

The master policyholder has a period 15 days from the date of receipt of the policy document to review the terms and conditions of the policy and where the master policyholder 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 contribution premium paid, subject only to a deduction of stamp duty charges.

Page 10 of 22



PART E: Charges under the Plan

Fund Management Charge – A fund management charge based on the size of the policy account value of the scheme shall be charged to the policy account value at the end of each quarter/at the time of death/retirement/surrender/withdrawal as applicable. In case of death/retirement/surrender/withdrawal, the fund management charge will be charged for the period from end of previous quarter to date of death/retirement/surrender/withdrawal. The charge structure is as follows:

Policy Account Value	Fund Management Charge(p.a.)
1 lakh to 50 Lakhs	0.75%
Above 50 lakhs to 1 Crore	0.70%
Above 1 Crore to 10 Crores	0.65%
Above 10 Crores to 50 Crores	0.45%
Above 50 Crores to 100 Crores	0.35%
Above 100 Crores	0.30%

This charge shall be levied slab-wise.

For Example: Initial Contribution is 45 lakhs the applicable charge will be 0.75%. Once the policy account value grows beyond 50 lakhs but below 1 crore, then 0.75% will be charged for amount up to 50 lakhs and 0.70% will be charged on the rest.

*Service tax and any other tax as applicable shall be levied as per the tax laws in force from time to time.

Surrender Charge:

If the Policy is surrendered/terminated within three (3) Policy Years, the surrender penalty shall be the lower of 0.05%* Pooled Policy Account Value or Total of Individual Policy Account Values (as the case may be) or Rs. 500,000 and shall be deducted from the Account. In case of Individual Policy Accounts, the surrender charge will be deducted from each Individual Policy Account Value in the same ratio as that of the Individual Policy Account Value of each Member to the total of Individual Policy Account Values. The surrender charge is nil if the Policy is surrendered after third policy renewal.

MARKET VALUE ADJUSTMENT (MVA)

MVA is applicable in the case of bulk exists and complete surrender of the policy. Bulk exit is defined as the transaction which involves the amount to be paid on total exits in any event that exceeds 25% of the total policy account value of the scheme at the beginning of the policy year where exit shall be as per the scheme rules and exit shall mean exit of the member from the group/scheme.

MVA Amount = MVA factor * policy account value which is over and above the amount representing bulk exit, net of surrender charges if any

MVA factor= Maximum (0, 1- (Market Value^{##} / policy account value))

^{##} Where market value is derived from the revaluation of assets earmarked separately for the product at the time of Market Value Adjustment is carried out.

MVA Amount, if any, will be deducted from policy account value as on date of surrender.

Page **11** of **22**



PART F: Terms & Conditions

F1. Nomination and Assignment :

The member may at any time during the membership of the scheme may appoint or change a nominee. The Master policyholder 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 and assignment shall be as per section 39 and Section 38 of Insurance Act 1938, respectively as amended from time to time.

F2. 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.

F3. Fraud or misrepresentation:

In case of fraud or misrepresentation by the Master 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

F4. General Conditions:

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 Master Policyholder shall advise the SLIC to this effect and furnish the relevant particulars of the member.

- **F5.** The Master Policyholder shall provide the list of members covered under the policy at the time of inception of the policy and at each Annual Renewal date. Such list which should be in soft copy in the format prescribed by the Company from time to time shall form part of the policy document.
- **F6.** The Master Policyholder shall furnish the Company with all particulars relevant to the Scheme and for the operation of this policy and the particulars so furnished may be accepted by the Company as conclusive.
- **F7.** Any amendment/s or modification/s to the scheme shall have the effect for the purpose of this policy only to such extent as the Company shall in writing agree and the consequential changes to the relevant provisions hereof shall be given effect to by endorsements to the Policy.
- **F8.** Based on the experience the Company reserves right to revise from time to time the annuity rates (upward/downward) with prior approval from IRDA after giving the Master Policyholder a notice of one month.



- **F9.** As soon as a member or a beneficiary becomes entitled to receive the benefits under the scheme, the Master Policyholder shall send the relevant particulars to the Company whereupon the Company shall pay to the Master Policyholder appropriate benefits.
- **F10.** Proof of Existence, identity and Evidence of age of the member and of the beneficiary whenever required to the satisfaction of the Company must be furnished to the Company before claiming any benefits hereunder.
- **F11.** All monies payable by the Company hereunder shall be paid to the Master Policyholder by the Head Office at Hyderabad and a discharge receipt given by the Master Policyholder or on their behalf by any person duly authorised in writing by the Master Policyholder shall be a valid discharge to the Company in respect of any such payment.
- **F12.** The Company shall issue the Master Policyholder at the end of each financial/policy year a statement of Policy Account showing various transactions during the financial year.
- **F13.** In any case where the Company is liable to the revenue authorities for Income-tax or any other Tax or duties on the benefits to be made under this policy or on any account in respect to this policy, the Company shall be entitled to deduct the appropriate amounts for that purpose from the respective payments and shall not be liable to the Master Policyholder for the sums so deducted.
- **F14.** All disputes which may arise in connection with this policy shall be submitted to the appropriate court or courts having jurisdiction of Indian courts.
- **F15.** For claiming the Benefits laid down under part 3 of the schedule the Master Policyholder will have to submit the death certificate in original of the member along with the claim form.
- **F16.** Service tax and any other tax as applicable shall be levied as per the tax laws in force from time to time.

F17. Payments of Benefits

A discharge or receipt of the Master Policyholder or on their behalf by any person or persons duly authorized in writing by the Master Policyholder shall be a valid and sufficient discharge to the Company in respect of any payment due hereunder and paid by the Company.

F18. Maximum Liability of Company:

The maximum liability of the Company towards any benefit payable to the Master Policyholder at any point of time shall be to the extent of the value of the Pooled Policy Account/ total of Individual Policy Accounts. In case of complete surrender of the Policy, the Company's liability shall be further reduced by the amount of surrender charge as calculated above and any applicable Market Value Adjustment as mentioned above and in case of Bulk Exits the Company's liability shall be reduced by any applicable Market Value Adjustment calculated as above.

Page **13** of **22**



F19. Currency:

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

F20. Variation of Terms and Conditions:

We reserve the right to change any of these Policy Provisions / terms and conditions in accordance with changes in applicable regulations or laws or if it becomes impossible or impractical to enact the provision / terms and conditions with prior approval of IRDAI.

F21. 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.

Important Sections of Insurance Act

F22. 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.

F23. 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:

Page **14** of **22**



Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder 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 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 <u>http://www.igms.irda.gov.in/</u> 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 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.

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

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:

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 are mentioned in enclosed **Annexure**. The Policyholder may approach the concerned Insurance Ombudsman.

Signature of the Authorized Legal officer Company Seal:

Signature of the Appointed Actuary

Page 16 of 22



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:- <u>bimalokpal.ahmedabad@gbic.co.in</u>	
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:- <u>bimalokpalbhopal@gbic.co.in</u>	
BHUBANESHWAR	State of Orissa.
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubneshwar – 751 009.	
Tel.:- 0674-2596461 / 2596455	
Fax:- 0674-2596429	
Email:- 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, 2 nd Floor,	
Batra Building, Sector 17 – D,	
Chandigarh – 160 017.	
Tel.:- 0172-2706196/5861 / 2706468	
Fax:- 0172-2708274	
mail:- <u>bimalokpal.chandigarh@gbic.co.in</u>	
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,	
ratima Akiitai Cuurt,	



4th Floor, 453 (old 312), Anna Salai,	
Teynampet,	
CHENNAI – 600 018.	
Tel.:- 044-24333668 / 24335284	
Fax:- 044-24333664	
Email:- <u>bimalokpal.chennai@gbic.co.in</u>	
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:- <u>bimalokpal.delhi@gbic.co.in</u>	
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).	
Tel.:- 0361- 2132204 / 2132205	
Fax:- 0361-2732937	
Email:- <u>bimalokpal.guwahati@gbic.co.in</u>	Chatas of Andhus Duadach. Talan and a dubien Tauritam of Vename
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:- <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	



KOLKATA	Ctates of West Depend Dillor Cilding and United Territories of A
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:- <u>bimalokpal.kolkata@gbic.co.in</u>	
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:- 0522-2231310.	
Email:- <u>bimalokpal.lucknow@gbic.co.in</u>	
MUMBAI	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai &
Office of the Insurance Ombudsman,	Thane.
3rd Floor, JeevanSevaAnnexe,	
S. V. Road, Santacruz (W),	
Mumbai - 400 054.	
Tel.:- 022-26106928/360/889	
Fax:- 022-26106052	
Email:- <u>bimalokpal.mumbai@gbic.co.in</u>	
NOIDA	States of Uttaranchal and the following Districts of Uttar Pradesh:
Office of the Insurance Ombudsman,	Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah,
BhagwanSahai Palace,	Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar,
4th Floor, Main Road,	Oraiyya, 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.
Email:- <u>bimalokpal.noida@gbic.co.in</u>	
PATNA	States of Bihar and Jharkhand.
Office of the Insurance Ombudsman,	
1st Floor, Kalpana Arcade Building,	
Bazar Samiti Road,	
Bahadurpur, Patna - 800 006.	
Email:- bimalokpal.patna@gbic.co.in	
	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,	
Pune - 411 030	
Tel: 020 -32341320	
Email:- <u>bimalokpal.pune@gbic.co.in</u>	



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

Page 20 of 22



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.

Page 22 of 22