

Star Union Dai-ichi Life Insurance Company Limited

Non Linked Group

PART A

Forwarding Letter

Date: << >>

<< Name of Master Policyholder>>  
<< Address of Master Policyholder>>

Dear Sir/Madam,

Re : Your Group Master Policy : << \_\_\_\_\_ >>

We are enclosing herewith your Master Policy document. We request you to kindly check the master policy details and the master policy terms and conditions carefully. If you have any queries, please write to us at [customercare@sudlife.in](mailto:customercare@sudlife.in) or call us at 022-39546300.

In case you are not agreeable to any of the provisions stated in the policy, you may return the policy to us specifying reasons thereof, within 15 days from the receipt of the same under free look cancellation.

As per the Regulator, free look cancellation is defined as :

In case the Master Policyholder is not satisfied with the terms and conditions of the Master policy, the Master Policyholder may return the policy within the free look period by stating the reasons for objections. The free look period is 15 days from the date of receipt of the policy document. In such event, the Master Policyholder will be entitled to a refund of their respective share of amount of premium received by us excluding expenses incurred by us (i.e. stamp duty, proportionate risk related charges for the period of cover and any expenses borne by us on medicals). All the rights under this Policy shall immediately stand extinguished at the cancellation of the Policy.

We request you to quote your aforesaid Master Policy No. in all your future correspondence with us, as this will help us serve you better.

Thanking you once again for your patronage and looking forward to your continued support in future as well.

Yours sincerely,  
Authorized Signatory

### Policy Preamble

Star Union Dai-Ichi Life Insurance Company Ltd ( the “Company”), (which expression includes its assignees and successors) has received a proposal for insurance from the Proposer (the “ Master Policy holder”, which expression includes its assignees and successors) named in Schedule together with the particulars of the individuals admitted into this policy ( the “Insured Members”) as on the date of commencement of the Policy (the “ Initial Insured Members”) and the premium towards the coverage of the Initial Insured Members sum of which is mentioned in the said Schedule for the grant of benefits detailed in Section 7. The Master Policyholder has agreed to furnish such statements and particulars as may be required by the Company together with the premium payable in respect of the Coverage of those who may be admitted into the membership of this Policy from time to time after the Date of Commencement of the Policy (the “Subsequent Insured Members”). The Company and the Master Policyholder have agreed that the proposal and the particulars submitted by the Master Policyholder together with any report or other documents leading to the coverage of the Members under this Master Policy shall form the basis of the contract of insurance under this Policy. It is agreed that on the aforesaid premises the Company will pay the appropriate benefits as stated in Section 7 to the Member, the Beneficiary or, as the case may be, the Master Policy holder (the “Claimant”) on receipt by the Company of proof to its satisfaction of the benefit/s having become payable as per the terms and conditions of the Policy and of the Claimant’s entitlement to the same.

The premium payable and the benefits that may be granted under this Policy will be subject to the recovery by the Company of the taxes and other statutory levies as may be applicable from time to time, and such taxes and levies will be payable to the Company, directly and in full by the Master Policyholder and in the event of the failure or omission of the Master Policy holder the same shall be recovered from any sum due and payable to the Claimant/s under this Policy. Any amendment to the terms and conditions of this Master Policy shall be given effect to either by an endorsement to the Master Policy or by any other lawful mode of documentation evidencing such amendment signed in either case by an authorized officer of the Company.

The provisions hereinafter contained together with the Schedules and endorsements/ documents evidencing the amendments form the whole of the contract of insurance under this Master Policy as fully as if recited over the signature affixed hereto.

**Master Policy Document – SUD Life Loan Suraksha Plan**



UIN – [142N037V01]

**Schedule**

**A. Master Policy Details**

Master Policy No:	<< >>	Date of Commencement of Master Policy:	<<>>
Proposer / Master Policy holder:	<< >>		
Address of Master Policyholder:	<<>>		
Initial Premium Paid:	Premium Rs. << >> + Service tax Rs << >> Total Premium* << >>	Premium Paying Term for each group member:	Single premium
Initial Total Sum Assured: << >>			
Whether Participating /Non- Participating:	Non Participating	Initial No. of Members covered:	<< >>

*\*This amount is inclusive of Service Tax applicable as per prevailing rates*

**B. Details of Insurance Cover for each Member**

<b>Date of Commencement of Coverage for each Member:</b>	The date as mentioned in the Certificate of Insurance issued to the member.
<b>Term of the Members' Coverage</b>	<p>a. In respect of Initial Members: The remainder of the term for repayment of the loan as on the Date of Commencement of the Policy holder as mentioned in the certificate of insurance issued to the member</p> <p>b. In respect of Subsequent Members: The term for repayment of the loan as per the original repayment schedule as agreed to between the Member and the Master policy holder and as mentioned in the certificate of insurance issued to the member</p>

**C. Corporate Agent/ Agent/ Broker Details**

UIN No: 142N037V01  
 SUD Life Loan Suraksha Plan  
 Date of Approval – 01.07.2013  
 CIN - U66010MH2007PLC174472

Master Policy Document – SUD Life Loan Suraksha Plan



UIN – [142N037V01]

Corporate Agent Name / Agent/ Broker Name :	
Specified Person Name:	
Specified Person/Agent/ Broker Code:	
Specified Person/ Agent/ Broker Licence Code:	
Specified Person/ Agent/ Broker Tel. No.:	
Specified Person/ Agent/ Broker Mobile No.:	
Specified Person/ Agent/ Broker Email ID :	

**D. Benefits payable:** As stated in section 4

Special Provision (if any) << >>

Stamp Duty of Rs. (Rupee Only) is paid for this Master Policy by pay order, vide receipt no XXX dated dd/mm/yyyy.

Signed for and on behalf of Star Union Dai-ichi Life Insurance Limited at Navi Mumbai this \_\_\_\_\_ day of the \_\_\_\_\_ month for the year \_\_\_\_\_.

Authorized Signatory  
IRDA Regn- 142

**Note:** The Life Cover under this master Policy shall commence only on the Date of Commencement of Risk. On examination of this Master Policy, if the Policyholder notices any mistake, the Policy Document is to be returned for correction to the Company.

Please note that the life cover for each member is as per the scheme rules and will be based on the rules of the scheme. This will be in tune to the data submitted by the Master Policyholder

This policy has been issued, based on initial data submitted by the Master Policyholder. Any Additions/deletion from the member list will have to be intimated by the Master Policyholder to the Insurer for changes.

**PART B**

**Definitions and Benefits**

**1. Definitions**

Unless excluded by or repugnant to the context or defined to the contrary the definition mentioned below shall have the following meaning: -

- (a) "Age" refers to the age last birthday of the Life Assured and Beneficiary
- (b) "Beneficiary" means the nominee specified by the Insured Member as the Beneficiary under this Master Policy.
- (c) "Date of Commencement of Policy" is the date as mentioned in Schedule
- (d) "Date of commencement of Risk" shall mean:
  - 1) At the time of issuance of the Master Policy will be the date of acceptance of proposal/risk subject to acceptance of Initial Insured Member data\* along with the Membership Form and premium for the member
  - 2) For new joiners entering the scheme during the term of the Master Policy, the date of receipt of Subsequent Insured Member data\* and premium for the member

This date refers to the commencement of cover for the Insured member under the master Policy

- (e) "Death Benefit" means the benefit payable on death of the Insured Member as specified in the policy document.
- (f) "Group" means a group of Insured Members who assemble together with a purpose of engaging in a common economic activity and not formed with the main purpose of availing insurance cover. Such members are accepted by the Company as constituting a Group for the purposes of this Master Policy.
- (g) "Insured Members" means the group of members who are covered under the Master Policy and on whose life the company accepts to provide life cover
- (h) "IRDAI" means the Insurance Regulatory and Development Authority of India;
- (i) "Life Cover" means, the coverage granted by us for payment of the Death Benefit referred to in the section 4 of this Schedule, in the event of death of the Insured Member while the Policy is in force;
- (j) "Master Policy" means the contract between the Company and the Master Policyholder to provide Life Cover to the insured member on receipt of due premiums.
- (k) "Master Policy holder" means any company, firm or Corporate body incorporated under any relevant law in force in India and has its registered office and other offices located in India
- (l) "Moratorium Period" means a period from date of disbursement of loan, during which the borrower is not required to pay EMI
- (m) "Non Medical Limit" means the amount of the Benefit/Sum Assured granted on the life of the Insured member on submission of declaration of good health and without undergoing any medical examination/underwriting

- (n) "Policy Commencement Date" means the date on which the Policy comes into effect.
- (o) "Rules of the Scheme" means the rules framed by the Master Policyholder for the Scheme and approved by the Company from time to time, governing the grant of benefits to the employees/members of the scheme
- (p) "Sum Assured" means the loan amount outstanding at the beginning of the policy month during which the death occurs, as specified in the Certificate of Insurance issued to each Insured member on his/ her admission. This sum assured, as specified in the Certificate of Insurance, will be payable irrespective of the actual loan outstanding.
- (q) "We", "Us", "Our", "Company" or "Ours" refers to Star Union Dai-ichi Life Insurance Company Limited
- (r) "You", "Your" or "Yours" refers to the Master Policyholder

SAMPLE

**PART C**

**2. Eligibility Criteria:**

An individual who, at the time of his/her admission into the Policy,

a) Is not below the age of 18 years last birthday and not above the age of 65 years last birthday, and who, on the Entry Date, is indebted to the Master Policy holder.

b) Is in good health and furnishes to the satisfaction of the Company a declaration of Good health in the format prescribed by the Company where the Coverage of the Member does not exceed the Non Medical Limit and who, in respect of coverage, if any, above the Non Medical Limit, undergoes such medical examination and satisfies the board approved underwriting standards of the Company.

**3. Beneficiary:**

The Sum Assured, where payable, shall be paid to the beneficiary but it will be facilitated through the Master Policyholder for administrative convenience.

**4. Payment of Premium:**

This is a Single premium product, where the Premium under the Master Policy is payable in advance, in one lump sum.

**5. Suicide**

In case of a group covered on a voluntary basis, if the Insured Member commits Suicide, whether sane or insane, within one year from the Date of Commencement of the Insurance Cover for that member, the Company shall refund 80% of basic Premium paid (excluding extra premium and taxes) for that member and all insurance for that member will automatically cease.

Suicide exclusion is not applicable for the groups covered on compulsory basis i.e the sum assured equal to the outstanding loan amount as on the date of death will be paid on death due to suicide even within one year from the Date of Commencement of the Insurance Cover for that member.

**6. Joint Borrowers:**

Two joint borrowers (including the primary borrower) will be allowed.

There are two choices available for the joint borrowers. The choice will be made in the Membership Form.

1. Each borrower can be insured for entire loan amount.

In case of death of any of the two borrowers, the death benefit i.e. total outstanding loan amount as on the date of death is payable in case of first death only, and the cover on the life of the second borrower will cease immediately. No other benefit is payable to the surviving member as the loan amount is extinguished.

2. Each of the joint borrowers is insured up to his/her share of loan as certified by the Bank/Financial Institution.

In case of death of one of the joint borrowers, the death benefit equal to the outstanding loan amount corresponding to that Joint borrower will be paid and the cover on the life of the remaining joint borrower will

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continue for the respective outstanding loan amount and for the balance repayment term. The cumulative cover for both the borrowers should not exceed the loan amount sanctioned.

## 7. Benefits payable under the Master Policy:

- **Death Benefit:** In the event of death of the insured member, the Sum Assured which is equal to the loan amount outstanding at the beginning of the policy month of the policy year during which the death occurs, as specified in the Certificate of Insurance issued to each member on his/her admission into this scheme i.e. at the time of taking the life cover, will be paid. The claim payment will be made in the name of the nominee/beneficiary of the insured group member and may be sent to the Master Policyholder for administrative convenience and onward transmission. The sum assured, as specified in the Certificate of Insurance, will be payable irrespective of the actual loan outstanding.
- **Maturity Benefit:** There is no Maturity value under this scheme.
- **Surrender value:**

### i) On surrender by the Master Policyholder:

When the Master Policyholder surrenders the Master Policy, an option to withdraw from the policy or to continue in the policy will be given to the Insured Member. If the Insured Member opts to withdraw from the policy, the surrender value for the Insured Member will be paid and the life cover ceases immediately. If the Insured Member opts to continue in the policy, life cover for the Insured Member continues till the coverage is terminated.

### ii) On Surrender by the Insured Member:

Surrender value is available under this product at any point of time from the start of the cover and shall be settled/ paid in favour of the Insured Member.

The Surrender Value will be the higher of Guaranteed Surrender Value or Special Surrender Value.

Guaranteed Surrender Value (GSV) will be

70% of the Premium paid (excluding extra premium and taxes, if any) x (Unexpired term/ Total term) x (Sum Assured benefit at the time of surrender<sup>#</sup> / Sum Assured at inception)

<sup>#</sup> If moratorium option is chosen and the Insured Member surrenders within the Moratorium period, then the sum assured benefit at the time of surrender will be equal to the sum assured at inception in the above mentioned formula.

Special Surrender Value (SSV) will be 90% of the Insured Member's Policy Value at the time of surrender.

Surrender by the Insured Member is allowed, only when a loan is fully repaid before the end of the term or on surrender of the Master Policy. The life cover for the Insured Member will cease immediately on payment of Surrender Value.

Notes:



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- (1) For the purpose of computation of the Sum Assured and the outstanding Term of Member's Coverage and for identification of the Beneficiary in relation to a Member the Company shall be entitled to rely solely on the information furnished to it by the Master Policy holder.
- (2) No benefits are payable where the Member survives the date of expiry of the Term of his Coverage under the policy.

## 8. Moratorium period option

Moratorium period is allowed only under Home Loan. The plan provides life cover for the total outstanding loan amount during the Moratorium period as per the options chosen by the Insured Members.

Moratorium Option 1 - Interest is paid by the borrower during the moratorium period:

In this case, the sum assured will be equal to the initial loan amount throughout the moratorium period. After the moratorium period sum assured will decrease during the outstanding term (total term of policy minus moratorium period) of the loan.

Moratorium Option 2 - Interest is not paid by the borrower during the moratorium period:

In this case, the initial loan amount will increase during the moratorium period and the sum assured will be equal to the initial loan amount plus the accrued interest during the moratorium period. After the moratorium period, the sum assured will decrease during the outstanding term (total term of policy minus moratorium period) of the loan.

Moratorium period ranges from 6 months to 60 months.

## 9. Interest rate on the loan:

The interest rate on the loan taken by the Insured Member will be as provided by the Master Policyholder at the time, the Insured Member enters the Master Policy. The loan schedule on the Certificate of Insurance will be made as per the Interest rate on the loan, provided by the Master Policyholder.

## 10. Termination of Coverage:

The cover on the life of an Insured Member(s) will cease on the happening of the earliest of the following:

- a) On the expiry of the term of the Coverage.
- b) The date the Member attains his / her 71st birthday,
- c) The date a death claim is admitted by the Company in respect of that Member.
- d) The date on which a request for payment of the Surrender Value is received by the Company on closure of the loan

## 11. Free Look cancellation by the Master Policyholder

In case the Master Policyholder is not satisfied with the terms and conditions of the Master policy, he may return the policy within the free look period by stating the reasons for his objections. The free look period is 15 days (as this product is not sourced through distance marketing) from the date of receipt of the policy document. Individual Insured members, in such event, will be entitled to a refund of their respective share of amount of premium received by us excluding expenses incurred by us (i.e. stamp duty, proportionate risk related charges for the period of cover and any expenses borne by us on medicals). Cheque will be issued in the name of individual members and will be forwarded to the Master Policyholder to facilitate the onward transmission to the respective members. All the rights under this Policy shall immediately stand extinguished at the cancellation of the Policy.

## 12. Claim

- i. All claims must be notified to the Company in writing in the format supplied by the Company within 180 days from the date of the death of the Insured Member along with a copy of the original death certificate.
- ii. The primary documents normally required for processing a claim are:
  - a. Original Death Certificate from Municipal/Local authorities.
  - b. Claim form duly filled in.
- iii. In case of accidental death, the following additional documents should be submitted
  - a. Certificate from the attending physician along with hospital reports, if any
  - b. Police panchanama, and FIR copy / Post Mortem Report/ Coroner's Verdict where applicable.
- iv. All claims shall be subject to such other requirements as stipulated by the Company and the legal title of the claimant, satisfactory to the Company. The Company reserves the right to call for any additional information and documents required to satisfy itself as to the validity of a claim.
- v. All amounts due under the Master Policy are payable in Indian Currency at the office of the Company situated at Navi Mumbai, but the Company at its absolute discretion may fix an alternative place of payment for the claim at any time before or after the claim arises.
- vi. A discharge or receipt by the Master Policyholder shall be a good, valid and sufficient discharge to the Company in respect of any payment to be made by the Company under the Master Policy.
- vii. The death benefit is payable in the name of the nominee/beneficiary of the insured group member and may be sent to the Master Policyholder for administrative convenience and onward transmission.
- viii. Claim would be repudiated if it is found that any information given in the Declaration of Good Health or Membership Form leading to issue of the Certificate of Insurance is incomplete or untrue

## 13. Loan

Loans are not available under the Master Policy.

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PART E

**Charges**

There are no explicit charges applicable for the policy.

SAMPLE

**PART F**

**14. Fraud, Misrepresentation & Forfeiture**

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 amended by Insurance Law (Amendments) Act 2015. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 2 for reference

**15. Nomination**

Nomination is allowed as per the provisions of Section 39 of the Insurance Act, 1938, amended by Insurance Law (Amendments) Act 2015. Details of Nomination would be maintained by the Master Policyholder. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – 1 for reference.

**16. Assignment**

Assignment is not allowed under this Master Policy.

**17. Variation of the Master Policy**

The Company may vary the premium rates, subject to IRDA approval, terms, conditions and provisions of this Policy for Subsequent Members by giving the Master Policyholder three months' notice in writing of such variation and such variation shall apply to all the Subsequent Members with effect from such date as may be mutually agreed between the Company and the Master Policy holder ; Provided that any change in the taxes or statutory levies shall be applicable automatically in respect of all the Members ( Initial and Subsequent ) or such class or group of such Members and with effect from such date as may be prescribed by law . Where any variation is not agreed to by the Master Policyholder the assurances effected under this Policy in respect of all the Members and where the variation is not agreeable to any Member the assurance effected in respect of such Member, shall be void on and from the date the change in taxes or statutory levies shall be effective, or, as the case may be, the date of expiry of the period of notice.

**18. Discontinuance of the Master Policy**

This Master Policy may be discontinued at the option of the Master Policyholder or the Company in respect of Coverage of prospective loan borrowers of the Master Policy holder by giving the other party at least three months prior notice in writing, or such shorter notice or subject to such terms and conditions as may be agreed to in writing between the Master Policyholder and the Company and duly endorsed on the Policy. However the rights and obligations of the Company and the Master Policy holder shall continue as theretofore during the notice period. Individual Insured Member can opt for continuation of their life cover till the end of the coverage period.

**19. Notices**

Any notice, direction or instruction given under the Master Policy shall be in writing and delivered by hand, post, facsimile or e-mail to:

**i. The Master Policyholder / Beneficiary**

Any notice, information or communication from the Company to the Master Policyholder shall be mailed to the address of the Master Policyholder mentioned in Schedule to this document or to the changed address as intimated to the Company in writing and endorsed on the Policy document.

**ii. The Company**

Address: Group Ops Department,  
Star Union Dai-ichi Life Insurance Company Ltd.,  
Corporate Office,  
11th Floor, Raghuleela Arcade,  
IT Park, Sector 30 A,  
Opposite Vashi Railway Station,  
Vashi, Navi Mumbai 400 703

It is very important that the Master Policyholder immediately communicates any change of address or nomination to enable the Company to service his Master Policy effectively. The Company may change the address stated above and intimate the Master Policyholder of such change by suitable means.

**20. Governing Laws & Jurisdiction:**

The terms and conditions of the Master Policy shall be governed by and subject to the laws of Republic of India. The parties shall be subject to the jurisdiction of the law courts situated at Mumbai or as prescribed in the relevant Laws/ Acts, for all matters and disputes arising from or relating to or concerning the Application and the Master Policy.

**21. Other Matters**

- i. The Master Policyholder shall at the request of the Company produce the Master Policy whenever required for the purpose of stamping, reference or inspection.
- ii. The Company shall not be liable for any action taken in good faith upon any statements and particulars furnished by the Master Policyholder, which shall be, or shall be proved to have been erroneous. Such of the Master Policyholders' records in original, as in the opinion of the Company have a bearing on the benefits provided or the premiums payable hereunder shall be open for inspection by the Company whenever required.
- iii. Where the Company is liable to deduct any tax, levy or any other duties on the benefits to be paid under this Master Policy pursuant to any directive from the Government or any competent authority, the Company shall deduct appropriate amounts for that purpose from the respective benefits and shall not be liable to the beneficiaries for the sums so deducted.
- iv. This Master Policy is subject to prevailing Indian Laws. Any dispute that may arise in connection with this Master Policy shall be subject to the jurisdiction of the competent Courts of Mumbai or the courts applicable as per relevant laws.

**PART G**

**22. Grievance Redressal Procedure**

- a) If the Master Policyholder/ Life Insured/ Beneficiary have any query or complaint/ grievance, then, the Master Policyholder/ Life Insured/ Beneficiary can approach the Company at the following address:

Customer Service Desk,  
Star Union Dai-ichi Life Insurance Company Ltd.,  
Corporate Office,  
11th Floor, Raghuleela Arcade,  
IT Park, Sector 30 A,  
Opposite Vashi Railway Station,  
Vashi, Navi Mumbai 400 703  
Contact No: 022 39546300  
Email ID: [customercare@sudlife.in](mailto:customercare@sudlife.in)

- b) If the Master Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision of the above office, or have not received any response within 10 days, then, the Master Policyholder/ Life Insured/ Beneficiary may contact the following official for resolution, on the address mentioned below:

Executive Vice President –Operations & Service Delivery  
Star Union Dai-ichi Life Insurance Company Ltd.,  
Corporate Office,  
11th Floor, Raghuleela Arcade,  
IT Park, Sector 30 A,  
Opposite Vashi Railway Station,  
Vashi, Navi Mumbai 400 703  
Contact No: 022 39546300  
Email ID: [grievanceredressal@sudlife.in](mailto:grievanceredressal@sudlife.in)

- c) If the Master Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision of the above officer, or have not received any response within 10 days, then, the Master Policyholder/ Life Insured/ Beneficiary may contact the following official for resolution, on the address mentioned below.

Chief Compliance Officer  
Star Union Dai-ichi Life Insurance Company Ltd.,  
Corporate Office,  
11th Floor, Raghuleela Arcade,  
IT Park, Sector 30 A,  
Opposite Vashi Railway Station,  
Vashi, Navi Mumbai 400 703  
Contact No: 022 39546300  
Email ID: [cgro@sudlife.in](mailto:cgro@sudlife.in)

- d) An acknowledgment to all complaints received will be sent within 3 working days of receipt of the complaint/grievance.

- e) If the Master Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision/ resolution of the Company, then, the Master Policyholder/ Life Insured/ Beneficiary may approach the Insurance Ombudsman at the address given below if his/her issues pertains to the following and to provision 12(1) of the Redressal of Public Grievances Rules 1998:

- i. insurance claim that has been rejected or dispute on legal construction of the Master policy with regard to a claim;

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- ii. delay in settlement of claim;
  - iii. dispute with regard to premium;
  - iv. non-receipt of any insurance document;
  - v. any dispute in regard to premium paid or payable in terms of the Master policy.
- f) The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
- g) As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:
- i. only if a representation had been made to the Company in regard to the grievance and the same has been rejected by the Company or the complainant is not satisfied with the reply of the Company or no reply has been received to the representation for a period of 1 month after it is received by the Company;
  - ii. within a period of 1 year from the date of its rejection or from the date of the final reply of the Company;
  - iii. the complaint is not on the same subject-matter for which any proceedings before any court or consumer forum is pending or were so earlier.

Address of the Insurance Ombudsman:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U. Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.079-27546840 Fax:079-27546142 E-mail: ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR – 751 009 Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101-103, 2nd floor, Batra Building Sector 17-D ,	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh

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Date of Approval – 01.07.2013

CIN - U66010MH2007PLC174472

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	CHANDIGARH – 160 017 Tel.: 0172-2706468 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	
CHENNAI	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI – 600 018 Tel. 044-24333668 /5284 Fax: 044-24333664 E-mail: chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI – 110 002 Tel. 011-23239633 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajashtan
GUWAHATI	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI – 781 001 Tel. : 0361-2132204/5 Fax:0361-2732937 E-mail: ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD – 500 004 Tel. 040-65504123 Fax: 040-23376599 E-mail: insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM /KOCHI	Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Bldg, Opp. Cochin Shipyard, M.G. Road , ERNAKULAM – 682 015 Tel: 0484-2358759 Fax:0484-2359336 E-mail: iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Office of The Insurance Ombudsman Hindusthan Building Annexe, 4th Floor, 4 Chittaranjan Avenue	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar



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	KOLKATA -700 072 Tel: 033 22124346/(40) Fax: 033 22124341 Email:insombudsmankolkata@gmail.com	Islands , Sikkim
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**Annexure 1 – Premium table**

The basic premiums are expressed in terms of per 1000 Sum Assured. This table applies for loan interest rate of << >> %. The rates are exclusive of Taxes and other statutory levies.

SAMPLE

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act 2015. 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 Laws (Amendment) Act, 2015.
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 before or after Insurance Laws (Amendments) 2015, a nomination is made in favor 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.

**[ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. ]**

## Master Policy Document – SUD Life Loan Suraksha Plan

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### **Section 45 – Policy shall not be called in question on the ground of mis-statement after three years.**

#### **Annexure 2**

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act 2015 are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy  
whichever is later.
2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy  
whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call 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 of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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