

## LIFE INSURANCE CORPORATION OF INDIA

# (Established by the Life Insurance Corporation Act, 1956)

Registration Number: 512
Pension and Group Schemes Department, Divisional Office: \_\_\_\_\_\_

LIC's SINGLE PREMIUM GROUP INSURANCE PLAN
(A Non – Par, Non - Linked, Life, Group, Pure Risk Plan)
(UIN: 512N298V02)

Ref: NB	Unit Code / Unit Name: Date:				
Dear Policyholder,					
Re	: Your Master Policy No				
We have pleasure to forward herew Information Sheet (CIS).	We have pleasure to forward herewith the above policy document (comprising of Part A to Part G) and Custome Information Sheet (CIS).				
We would also like to draw your kin benefits to each Member available u		nentioned in the Schedule of the Policy and the			
terms and conditions, you may retur physical mode of the Policy Docume	n the Policy within a period of a ent, whichever is earlier, stating e and the amount of premium of	e Policy and in case you disagree to any of the 30 days from the date of receipt of electronic or g the reasons for your objections. On receipt of deposited by you shall be refunded to you after e, and charges for stamp duty.			
In case you have any Complaints/G above or Grievance Redressal Office		ne P&GS Unit office on the address mentioned ses are as under:			
Address of Grievance Redressal O	fficer:				
Address and contact details of Insu	ırance Ombudsman:				
We would also like to draw your kin benefits available under the Policy.	d attention to the information m	nentioned in the Schedule of the Policy and the			
If you find error in this document you	ı may return the policy for corre	ections.			
Thanking you,					
Yours faithfully,	Yours faithfully,				
p. Manager (P&GS)					
Agent's/ Intermediary's Code	Agent's/ Intermediary's Name	Agent's/Intermediary's Mobile Number/ Landline Number			

We would also like to draw your attention to the following aspects:

- 1) Change of Address: In case there is any change in your address, kindly ensure that the change in address is informed to the servicing P&GS Unit.
- 2) Assignment: Assignment should be in accordance with the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are enclosed as **Annexure -1.**
- 3) Nomination: Nomination should be in accordance with the provision of Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are enclosed as **Annexure 2**.
- 4) Master Policyholder is required to intimate the Corporation, about the happening of the insured event resulting into a claim under the policy, at the earliest possible time.
- 5) The relevant details of Members joining this Policy during the Policy Term shall be submitted as specified under Condition 5(v) of Part F of this Document.
- 6) The provisions of Section 45 of Insurance Act, 1938, as amended from time to time shall be applicable. The current provisions of the same are enclosed as **Annexure-3**.
- 7) The approved version of Policy Document in respect of this plan is available on our website: www.licindia.in.
- 8) Various Sections of the Insurance Act, 1938, applicable to LIC to apply as amended from time to time
- 9) For Customer Services, you can contact LIC call centre at +91-022 68276827 whose services are available 24\*7 in English, Hindi and 8 Regional Languages

These measures will enable us to serve you better.

## Preamble

THE LIFE INSURANCE CORPORATION OF INDIA (hereinafter called "the Corporation") having received a Proposal and Declaration and the Single premium from
hereunder are being effected.
The Master Policyholder has further agreed to pay the premiums as required in accordance with the provisions hereof and to furnish such statements and information as is material to the contract as may be required by the Corporation which statements and information together with the application, Scheme Rules and all statements referred above and any other statements or information already furnished and to be furnished by the Master Policyholder as provided hereunder giving all the variations in the particulars of the Members in so far as such variations have any bearing on the insurance cover effected hereunder from time to time, the Master Policyholder has agreed, shall be and are hereby declared to be the basis of this Policy. And WHEREAS the Corporation has received an amount of Rs being the premium due on the date of commencement of this Policy in respect of the Assurances effected hereunder, on the lives of persons, being the total eligible Members of the group on the date of commencement of policy, for the total Sum Assured of Rs
It is hereby also declared that this policy shall be subject to the Definitions, Premiums and Benefits, Conditions related to Servicing Aspects and Other Terms and Conditions and Statutory Provisions printed on the back hereo and the following Schedule and every endorsement placed on the policy by the Corporation shall be deemed to be a part of this Policy.

Any amendment to the terms and condition of this policy shall be given effect to by an endorsement to the policy signed by an authorized officer of the Corporation.

## Schedule

		Schedule
1.	Proposal No.	
2.	Proposal Date	DD/MM/YYYY
3.	Master Policy No.	
4.	Date of Commencement of Policy (DOC)	DD/MM/YYYY
5.	Name of Master Policyholder	
6.	Registered Address of Master Policyholder and email ID of Master Policyholder	
7.	Name of the scheme	
8.	Type of group- Membership	Employer-Employee/ Non Employer-Employee
		Compulsory / Voluntary
9.	Whether the Master Policyholder is a Financial Institution	Yes/No
10.	Entry age	Minimum entry age: 18 years (age last birthday)
		Maximum entry age: years (age last birthday)
11.	Maximum age at Maturity (Insurance Cover ceasing age)	Years (nearest birthday)
12.	Period of Coverage in respect of Member (as per Scheme Rules)	Minimum: Years Maximum:Years
13.	Policy Term	Minimum policy term: years
		Maximum policy term: years
14.	Number of Members covered as on Date of Commencement of the Master Policy	
15.	Sum Assured on death	Sum Assured on Death in respect of each Member as specified in Condition 1 of Part-C.
16.	Total Single Premium received towards Assured Benefit on Date of Commencement of the Master	

Policy No. SPGI/

	Policy	
17.	Total Sum Assured at DOC	

Note: Conditions mentioned under Condition 8 of Part F (Other Terms and Conditions) shall only apply if the Master Policyholder is a Financial Institution.

Signed on behalf of the Corporation at the above mentioned P&GS Unit, whose address and e-mail ID is given on the first page and to which all communications relating to the policy should be addressed.

Date: DD/MM/YYYY	
Examined by:	
Form No.:	p. Manager (P&GS)

## PART - B: DEFINITIONS

The definitions of terms/words used in this policy document are as under:

1.	Age	Age is the age nearest birthday of the Member on the Entry Date except for age		
		18 years for which the age is in completed years.		
2.	Appointee	Appointee is the person to whom the proceeds/benefits secured under the Policy are payable if the benefit becomes payable to the nominee and nominee is minor as on the date of claim payment.		
3.	Assignee	Assignee is the person to whom the rights and benefits are transferred by virtue of an Assignment.		
4.	Assignment	Assignment is the process of transferring the rights and benefits to an "Assignee". Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.		
5.	Beneficiary	Beneficiary means the person(s)/ entity who is/are entitled to receive benefits under this Policy. The Beneficiary to whom benefits are payable is the Proposer or Life Assured or his Assignee under Section 38 of the Insurance Act, 1938, as amended from time to time or Nominee(s) under Section 39 of the Insurance Act, 1938, as amended from time to time or proved Executors or Administrators or other Legal Representatives who should take out representation to his/ her Estate or limited to the moneys payable under this Policy from any Court of any State or Territory of the Union of India, as applicable.		
6.	Corporation	Corporation means the Life Insurance Corporation of India established under Section 3 of LIC Act, 1956.		
7.	Certificate of Insurance	Certificate of Insurance is the document issued to individual members of the Master Policyholder which contains the important terms and conditions of the policy.		
8.	Credit Account Statement	Credit Account statement is the document in respect of each Member where the Master Policyholder is a Financial Institution. It contains the information as detailed in condition 8.(iii) of Part F.		
9.	Date of Commencement of Policy	Date of Commencement of policy is the start date of this policy.		
10.	Death Benefit	Death Benefit means the benefit, which is payable on death as specified in Condition 1 of Part C of this Policy Document.		
11.	Endorsement	Endorsement is the document of conditions attached/ affixed to this Policy incorporating any additions, amendments or modifications agreed to or issued by the Corporation and forming part of the contract.		

12.	Entry date	Entry Date in respect of a Member is the date on which he/she joins scheme after receipt of premium in respect of that Member. It means relation to original Members, the Date of Commencement of Policy and relation to new Members admitted to the Scheme after the Date Commencement of Policy, the date of their joining the Scheme after payment of premium in respect of those Members		
13.	Free look Period	Free Look Period is the period of 30 days starting from the date of receipt of the electronic or physical mode of the Policy Document, whichever is earlier, by the Master Policyholder to review the terms and conditions of this policy and where the Master Policyholder disagrees to any of those terms and conditions, he/she has the option to return this policy as detailed in Conditions 5 of Part D of this Policy Document.		
14.	IRDAI	Means Insurance Regulatory Development Authority of India earlier called as Insurance Regulatory and Development Authority (IRDA).		
15.	Master Policyholder	Master Policyholder is the Institution/Legal Entity which has entered into a contract with the Corporation for providing insurance cover to Members of this Policy. It is a legal owner of this policy.		
16.	Material information	Material information is the information already known to the Individual Member at the time of obtaining a policy which has a bearing on underwriting or acceptance relevant to the individual Member as well as group.		
17.	Member	An eligible individual who is allowed by Master Policyholder to the benefits of this Policy i.e. on whose life an insurance cover has been effected according to the Scheme Rules.		
18.	Nomination	Nomination is the process of nominating a person(s) who is named as "Nominee" by the Member at inception or subsequently included/changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.		
19.	Nominee	Nominee(s) means the person(s) nominated by the Member covered under this Policy who is (are) authorised to receive the claim benefit payable in respect of that Member under this Policy and give a valid discharge to the Corporation on settlement of the claim.		
20.	Non-par policies	Non-Par policies mean policies which are not entitled for any share in surplus (profits) during the term of the policy. Under such non-par policies, the benefits payable on death are guaranteed and fixed as per the terms and conditions of the policy.		
21.	Policy/Policy Document	The document along with endorsements, if any, issued by the Corporation to the Master Policyholder which is a legal contract between the Master Policyholder and the Corporation.		
22.	Policy Term	It is the period in years during which the contractual benefits are payable.		

23.	Period of Coverage	Period of Coverage means the period starting from Entry date till the termination of the insurance cover, during which the benefits in respect of Member(s) shall be payable under this Policy.
24.	Pure Risk Products	Pure Risk Products means insurance products (without any savings element) where the payment of agreed amount is assured on the happening of death of the life assured within the term of the policy.
25.	Single Premium	Single Premium shall be the premium amount payable excluding extra premium and taxes, if collected explicitly.
26.	Register	Register shall mean the Register of Members kept by the Corporation containing the name of Member covered under this Scheme communicated to the Corporation by the Master Policyholder. This Register shall be deemed to be incorporated in and to form part of this policy.
27.	Schedule	Schedule is the part of Policy Document that gives the specific details of policy contract.
28.	Scheme	Scheme refers to the name of Master Policyholder covered under this Policy. For example, "X" LIC's Single Premium Group Insurance Plan, where X is the name of the Master Policyholder.
29.	Scheme Rules / Rules	The rules of the scheme, for the time being inforce and as amended from time to time, governing the details of benefit structure, timing of benefit payments, eligibility conditions and other terms and conditions specific to the scheme. The scheme can be set under trust or under contract.
30.	Sum Assured on Death	Sum Assured on Death means an absolute amount of benefit which is guaranteed to become payable on death of a Member as mentioned in Condition 1 of Part C of this Policy Document.
31.	Surrender	Surrender means complete withdrawal or termination of the entire Policy by the Master Policyholder / termination of insurance cover by Member before expiry of policy term / Period of coverage in accordance with the provisions of this Policy Document.
32.	Surrender Value	Surrender Value means the amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of the policy.
33.	UIN	The Unique Identification Number allotted to this plan by IRDAI.
34.	Underwriting	Underwriting is the term used to describe the process of assessing risk and ensuring that the cost of the cover is proportionate to the risks faced by the individual concerned. Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium or modified terms, if any, is taken.

#### Part C - BENEFITS AND PREMIUM CONDITIONS

#### 1. Death Benefit:

On death of the Member during the Period of Coverage, Sum Assured on Death in respect of the Member shall be payable as per the Scheme Rules of the Master Policyholder. Where "Sum Assured on Death" shall be higher of Sum Assured or 1.25 times of Single Premium paid (excluding extra premium and taxes, if collected explicitly) in respect of the member.

The "Sum Assured on Death" shall become payable in lump sum to the nominee (s)/ beneficiaries. In case the insurance is effected to cover the outstanding loan balance amount provided by the Financial Institution who is the Master Policyholder, the part of the claim proceeds will be utilized to repay the loan to the Master policyholder and the balance amount, if any, shall be paid to the nominee(s)/ beneficiary subject to the conditions mentioned in Condition 8 of Part F.

## 2. Maturity Benefits:

On member surviving to the end of the Period of Coverage, nothing shall be payable.

#### 3. Premiums:

The single premium payable for the insurance cover in respect of each of the Member on the Date of Commencement of this Policy shall depend on the risk characteristics of the Scheme. For new Member(s) joining the Scheme after the Date of Commencement of the Policy, the Single Premium payable for insurance cover shall be determined based on the actual past experience of the Scheme.

The Single Premium paid shall provide the life assurance benefit exclusively for the Member(s) for the period corresponding to the premium has been paid and shall not extend beyond such period.

#### PART - D: CONDITIONS RELATED TO SERVICING ASPECTS

#### Proof of Age :

The Premium payable under the Policy has been calculated on the age of the Member as provided by the Master Policyholder.

In case, the age of Member is mis-stated and correct age is found to be different (higher or lower) than such age, without prejudice to the Corporation's other rights and remedies, including the provisions under Insurance Act, 1938, as amended from time to time, Corporation shall check the eligibility of the Member on the correct age as on the date of commencement of policy/ Entry date and the following action shall be taken:

#### If the Member remains eligible for the insurance cover:

Subject to the then existing underwriting norms, the Single Premium for the Policy shall be recalculated on the Sum Assured for the correct age and the revised Single Premium shall be payable under the Policy. Further, accumulated difference between the single premium for the correct age and the original premium, from the commencement of the Policy/ Entry Date upto the date of payment of revised premium shall be paid to the Corporation with interest at such rate as fixed by the Corporation from time to time. Any outstanding premium and/or interest, if unpaid the same shall be recoverable from any claim proceeds payable under the policy.

If the correct age is found to be lower than the declared age, excess Single Premium collected shall be refunded without interest.

#### If the Member is ineligible for the insurance cover:

The insurance cover shall be terminated in respect of that Member and the Single Premiums paid towards shall be refunded without interest subject to deduction of all applicable expenses like proportionate risk premium for the period of coverage, applicable taxes and stamp duty, incurred under the policy.

## 2. Forfeiture and Non-forfeiture Regulations:

#### Forfeiture Regulations:

In case any conditions herein contained or endorsed hereon be contravened or in case it is found that any untrue or incorrect statement is contained in the proposal, personal statement, declaration and connected documents or any material information is withheld, then and in every such case but subject to the provisions of Section 45 of the Insurance Act 1938, as amended from time to time wherever applicable, the benefits under this Policy, in so far as the same relate to the Member or Members in respect of whom such contravention of conditions or suppression or withholding of material information takes place or such untrue or incorrect statement has been made either by the Member himself or by the Master policyholder, shall be void and the benefits related to the Member(s) shall cease and be determined and all claims to any benefits in respect of the benefits shall be subject to the provisions of Section 45 of the Insurance Act 1938, as amended from time to time.

### Non –forfeiture Regulations:

Not applicable as there is no paid up value available under this plan.

#### 3. Surrender Benefit:

### Surrender of insurance cover by a member:

No Surrender Value shall be available under this plan. However, surrender of insurance cover by a member shall be allowed at any time after the entry of the member into the policy. On surrender, an amount equal to Unexpired Risk Premium Value of that member, if any, shall be payable provided such value is at least Rs 100. Such surrender request shall be submitted through the Master Policyholder.

The Unexpired Risk Premium Value shall be equal to Surrender Value Factor multiplied by single premium paid (excluding extra premium and taxes, if collected separately) in respect of that member. The Surrender Value Factor shall depend on the Period of Coverage and duration elapsed since the entry date of the member and is as specified in the **Annexure-4**.

#### Surrender of policy by the Master Policyholder:

No Surrender Value shall be available under this plan. However, the Policy can be surrendered by the Master Policyholder at any time after the date of commencement of the policy, with the prior notice as decided by the Corporation from time to time. Currently, the notice period is 30 days. On surrender of the policy, an amount equal to Sum Total of Unexpired Risk Premium Value of the members opting to surrender their insurance cover shall be payable provided such value is at least Rs. 100.

The Unexpired Risk Premium Value for a Member shall be equal to Surrender Value Factor multiplied by single premium paid (excluding extra premium and taxes, if collected separately) in respect of that member. The surrender value factor shall depend on the Period of Coverage and duration elapsed since the entry date of the member and is as specified in the **Annexure-4**.

In case of surrender of the policy by Master Policyholder, the Corporation shall give an option to the individual members of the group who are not interested in surrendering the insurance cover to continue as an individual policy under group business and Intermediary, if any, shall continue to be responsible to serve such members till their coverage is terminated.

#### 4. Termination of Insurance cover:

The insurance cover of a Member shall terminate on the happening of any of the following events:

- a. On payment of Death Benefit as specified in Condition 1 of Part C of this Policy Document.
- b. On payment of free look cancellation amount
- c. On expiry of the Period of Coverage

- d. On Surrender of cover by the Member
- e. On surrender of the Policy by the Master Policyholder and if the Member does not opt to continue the cover
- f. On event of Forfeiture as specified in Condition 2 of Part D of this Policy Document.

#### 5. Free Look Period:

## (a) Applicable to Master Policyholder:

If the Master Policyholder is not satisfied with the "Terms and Conditions" of the policy, the policy may be returned to the Corporation within 30 days from the date of receipt of the electronic or physical mode of Policy Document, whichever is earlier, stating the reasons for objections. On receipt of the same, the Corporation shall cancel the policy and refund the amount of premium deposited after deducting the proportionate risk premium for the period of coverage, and charges for stamp duty.

## (b) Applicable to Member:

If the Member is not satisfied with the "Terms and Conditions" of the Certificate of Insurance, the Certificate of Insurance may be returned to the Corporation through the Master Policyholder within 30 days from the date of receipt of electronic or physical mode of the Certificate of Insurance, whichever is earlier, stating the reasons for objections. On receipt of the same, the Corporation shall cancel the Certificate of Insurance and refund the amount of premium deposited after deducting the proportionate risk premium for the period of coverage, and charges for stamp duty. The Insurance cover shall be terminated for the Member on payment of Free Look cancellation amount.

## 6. Option to Member to continue the insurance cover in case of surrender by Master Policyholder:

In case of surrender of the policy by the Master Policyholder, the insurance cover of the Individual members of the group who are not interested in surrendering the insurance cover and expressly conveyed through the Master Policyholder to continue the insurance cover shall have an option to continue as an individual policy till their coverage is terminated.

### 7. Policy Loan:

No loan shall be available under this plan.

#### PART – E

This part is not Applicable for this policy.

#### PART - F: OTHER TERMS AND CONDITIONS

#### 1. Nomination:

Nomination by a Member is allowed as per Section 39 of the Insurance Act, 1938 as amended from time to time. The current provisions of Section 39 are contained in **Annexure-2** of this Policy Document.

The Master Policyholder shall obtain the nomination details in respect of all the Members covered under this policy and ensure that the requisite nominations are updated in their records on a regular basis. The Master Policyholder shall provide the necessary information to the Corporation regarding nomination in respect of all the Members covered to the P&GS Unit of the Corporation where this policy is serviced. The Master Policyholder shall certify the correctness of the nomination made by the Members. In registering nomination the Corporation does not accept any responsibility or express any opinion as to its validity or legal effect.

## 2. Assignment:

Assignment shall be as per Section 38 of the Insurance Act, 1938 as amended from time to time. The current provisions of Section 38 are contained in **Annexure-1** of this policy document.

In cases other than where the Master Policy holder is a Financial Institution, the benefits payable under this policy are strictly personal and cannot be assigned, charged or alienated in any way by the Member or the beneficiaries.

#### 3. Suicide clause:

In the event of death of a Member (whether sane or insane) due to suicide within 12 months from the Date of Commencement of the Policy or Entry date, whichever occurs later, the Nominee or Beneficiary shall be entitled to 80% of the Single Premium paid (excluding extra premium and taxes, if collected explicitly) for the Member. The Corporation will not entertain any other claim and the insurance cover shall terminate for the Member.

This clause is applicable for voluntary schemes under employer-employee groups and all the schemes under Non employer employee groups.

#### 4. Taxes:

Statutory Taxes, if any, imposed on such insurance plans by the Government of India or any other constitutional tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.

The amount of applicable taxes, as per the prevailing rates shall be payable by the Master Policyholder /Members on premiums including extra premiums if any, which shall be collected separately over and above in addition to the premiums payable by the Master Policyholder/Member. The amount of Tax paid shall not be considered for the calculation of benefits payable under the plan.

In any case where the Corporation 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 of the policy, the Corporation shall be entitled to deduct the appropriate amounts for that purpose from the respective payments and shall not be liable to the Master Policyholder/ Member for the sums so deducted.

#### 5. General Conditions:

- i. The Master Policyholder shall provide the list of Members covered under the policy at the time of inception of the policy and at the time of entry of the new Member. Such list which should be in the format prescribed by the Corporation from time to time and shall be deemed to form part of the Policy Document.
- ii. For Non employer-employee scheme, the Master Policyholder shall obtain a Member enrolment form from an individual before admitting him/her to the policy. The Member enrolment form shall be submitted to the Corporation at the time of lodging of claim by the Master Policyholder.
- iii. Every Member of this scheme shall become entitled to the benefits under the Policy as from the Date of commencement of policy on which he becomes a Member of this Scheme (subject to the consent of the Master Policyholder and the Corporation and to the production at his own cost, if so required by the Corporation, of evidence of health in the form and manner prescribed by the Corporation) or from any subsequent Entry Date.
- iv. An existing eligible individual who has not become a Member of this Scheme by the Master Policyholder, may join the Scheme within 6 months from the date of commencement of the policy subject to satisfaction of underwriting requirement. Such eligible individuals joining subsequently shall become entitled to the benefits
  - under this Policy from their respective Entry date.
- v. It shall be a condition of Membership of the Master Policyholder that they must become Members of the scheme and the Master Policyholder shall take effective steps to ensure that relevant information as required by the Corporation is furnished to the Corporation immediately but not later than period as specified by the Corporation from time to time and that appropriate Insurance cover are effected

hereunder from Entry date in respect of such Members subject to the Condition (iii) mentioned above and to the satisfaction of the Corporation. In the event of breach of this condition, the Corporation reserves the right to decide the date of effecting the insurance and if required, shall be entitled to give written notice to the Master Policyholder of termination of this Policy.

- vi. Cost and benefit Schedule (C & B Schedule) in respect of the Members who become entitled to the benefits under this policy shall be issued to the Master Policyholder from time to time which shall be deemed to form part of the Policy Document.
- vii. The Corporation reserves the right to vary from time to time, as decided by the Corporation, the premium rates, terms and provisions of this Policy including the general conditions and Schedule upon giving to the Master Policyholder 30 days' notice in writing in respect of the new Members, of its intention to do so and any such variations will apply only to Assurance hereunder effected or to be effected on or after the date of expiry of such notice.
- viii. The Master Policyholder shall furnish to the Corporation all such data, information and evidence as the Corporation may reasonably require upon or with regard to any matter affecting the Assurances effected or to be effected hereunder and the Corporation shall not be liable for any action taken in good faith upon any data, information, or evidence so furnished which shall be or shall prove to have been erroneous or inaccurate. These records in original (or certified photostate copies thereof) as in the opinion of the Corporation have bearing on the benefits to be provided or the premiums payable hereunder shall be open for inspection by the Corporation at all times.
- ix. The Master Policyholder shall at the request of the Corporation produce the Policy whenever necessary for the purpose of stamping, reference or inspection.
- x. On proof of the happening of the contingency stated herein, the Corporation shall pay to the beneficiary the benefit of the person or persons concerned, the sum assured in accordance with the terms and conditions of this policy.
- xi. No changes in the insurance cover shall be allowed after issuance of the policy. Hence any alteration in the following parameters shall not be allowed:
  - a) Period of Coverage in respect of the Member
  - b) Sum Assured
  - c) Any other terms and condition which may impact the premium or Sum Assured calculation.

#### 6. Corporation's right to restrict assurance:

Evidence of insurability satisfactory to the Corporation in the form and manner prescribed by the Corporation shall be furnished in respect of the Member before the insurance cover is effected. If the evidence submitted in respect of the Member is not satisfactory or the insurance cover on his/ her life involves special risk or hazard of a medical or other nature, the Corporation shall modify the terms of acceptance of the Assurance.

If such satisfactory evidence is not furnished or if the Member is found uninsurable on the Entry Date, the insurance cover shall not be effected in respect of him/ her.

#### 7. Normal requirements for a claim:

## a. Death Benefit:

For claiming the benefits as laid down in the Certificate of Insurance/ Policy Schedule the Master Policyholder, at the earliest possible time, will have to submit to the Corporation:

- i. Original Death Certificate.
- ii. In case of unnatural death or death on account of or arising from an accident, the Corporation may call for the copies of First Information Report (FIR), Panchnama and Post Mortem report. The Corporation may also call for additional documents as may be required by them.

- iii. Claims forms as prescribed by the Corporation along-with original Certificate of Insurance of the Member, Member Enrollment Form, Records of medical treatment prior to the death (if any).
- iv. Proof of identity and Evidence of age of the Member and of the beneficiary whenever required to the satisfaction of the Corporation.
- v. NEFT mandate from the claimant for direct credit of the claim amount to the bank account of the nominee/beneficiary, whichever is applicable, to the satisfaction of the Corporation.

#### b. Surrender Benefit:

In case of surrender, Master Policyholder/Member will have to submit to the Corporation the duly filled discharge form along with original Policy document /Certificate of Insurance, NEFT mandate for direct credit of the surrender value to the bank account.

- 8. **Additional Provisions** for claim in case the insurance is effected to cover the outstanding loan and the Master Policyholder is Financial Institution are as under:
  - (i) The Member must effect valid assignment at Entry Date in favour of the Master Policyholder for deduction of outstanding loan amounts from the claim proceeds and payment to the Master Policyholder in case of death of the Member.
  - (ii) Master Policyholder shall submit a certified Credit Account Statement in respect of Member to the Corporation at the time of lodging claim.
  - (iii) The Credit Account Statement should contain the following details:
    - a) Name of the Group Master Policyholder
    - b) Group Master Policy Number
    - c) Name of the Member
    - d) Date of Commencement of Risk
    - e) Sum Assured for which the Member of the Group Insurance Policy was insured.
    - f) Original Amount of Loan
    - g) Particulars of the recoveries made by the Master Policyholder towards the Loan.
    - h) Outstanding loan Balance as on the date death
    - i) Balance Claim Amount (Difference between the Sum Assured on Death and Outstanding Loan Balance as mentioned in the Credit Account Statement)
    - j) A declaration that the information/ details furnished in the Credit Account statement are verified for accuracy.
  - (iv) Where the Claim Discharge Form of the Member / nominee/ beneficiary is obtained through the Master Policyholder the Corporation shall take a Certification from the Master policyholder that the Member/Nominee/ beneficiary who had submitted the Claim Discharge Form is the same person who has been registered by the Master Policyholder as the Member / nominee/ beneficiary under this policy.
  - (v) The Corporation shall settle the claim on the happening of contingent event covered under this policy towards the Master Policyholder to the extent of Outstanding Loan Balance amount. The Balance claim amount, if any, after deduction of Outstanding Loan Balance shall be credited directly in favour of nominee/ beneficiary of the deceased Member of this policy, as the case may be.
  - (vi) The Corporation may audit or cause an audit into the accuracy of the Credit Account Statements of the Members/ deceased Member in respect of which claims were settled on the completion of every financial year.
  - (vii) Notwithstanding the above clause, the Corporation may also delegate the responsibility of the audit and require the Master Policyholder to conduct audit or cause an audit into the accuracy of the Credit Account Statements of the members / deceased member in respect of which claims were settled on

the completion of every financial year and shall obtain a certification from their respective internal / Statutory Auditors that the Outstanding Loan Balance is being shown in the Credit account Statement / Claim Discharge Form is correct and reflecting the balance as the conditions governing the Credit Account / Loan Account .

#### 9. Obligations of the Master Policyholder and the Corporation

- i. The Master Policyholder shall hold the Policy and all benefits payable hereunder UPON TRUST for the benefit of the persons to whom the said benefits are payable in accordance with the Rules and the Schedule hereto and the Master Policyholder shall have no beneficial interest hereunder.
- ii. As soon as a Member of this scheme becomes entitled to the benefits of this Policy and is intimated by the Master Policyholder whereupon an Assurance has been effected on his life in accordance with the provisions hereof, the Corporation will enter his name in the register.
- iii. On proof of the happening of the contingency stated herein, the Corporation will pay the benefits directly to the beneficiary except the cases where there is valid assignment in favour of the Master Policyholder who is a Financial Institution.
- iv. All moneys payable to or by the Corporation hereunder shall be paid at the P&GS Unit of the Corporation in \_\_\_\_\_\_, in Indian Rupees and the Assurances effected hereunder shall be expressed in Indian Rupees.
- v. A discharge or receipt of the Master Policyholder / Beneficiary or on their behalf of any person or persons duly authorised in writing by the Master Policyholder / Beneficiary shall be a good, valid and sufficient discharge to the Corporation in respect of any payment made by the Corporation hereunder.
- vi. It is hereby expressly agreed between the Master Policyholder and the Corporation that this Policy is effected in accordance with the provisions of the Rules of the Scheme and in the event of the Rules being amended, such amendments, if they have any bearing on or affect in any way, the terms and conditions of this policy or any of the Assurances effected hereunder, shall become effective only if the said amendments are approved by the Corporation. Any -alteration or amendment that may become necessary in the terms and conditions of this Policy on account of amendment or -alteration, approved by the Corporation in the provisions of the Rules shall be given effect to by appropriate endorsements to the Policy signed by the authorised Officer of the Corporation. Any alteration or amendment in the terms and conditions of this Policy will be done with prospective effect with appropriate approval.
- vii. The Corporation may conduct a surprise inspection of the books and records of the Master Policyholder at least once a year to ensure total compliance with the applicable Regulations or require a certificate of such compliance from the auditors of the group policyholder, at least once a year.

#### 10. Legislative Changes:

The Terms and Conditions including the premiums and benefits payable under this policy are subject to variation in accordance with the relevant Legislation & Regulations.

#### 11. Issuance of Duplicate Policy:

The Master Policyholder can make an application for duplicate Policy on payment of policy preparation charges, policy stamp charges and applicable taxes, if any, which are specified from time to time\* upon loss of policy document along with other requirements as may be prescribed by the Corporation.

\*As on January, 2024, the applicable duplicate policy preparation charge is Rs. 500/-. In addition, Indemnity Bond as per requisite stamp value duly notarized is required. The stamp fee for the same shall be borne by the Master Policyholder.

### 12. Governing Law and Jurisdiction:

The Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.

#### **PART - G: STATUTORY PROVISIONS**

#### Section 45 of the Insurance Act, 1938:

The provisions of Section 45 of the Insurance Act, 1938, as amended from time to time shall be applicable. The current provisions are contained in **Annexure-3** of this policy document.

#### **Grievance Redressal Mechanism:**

#### Of the Corporation:

The Corporation has Grievance Redressal Officers (GROs) at Branch/ Divisional/ Zonal/ Central Office to redress grievances of customers. The customers can visit our website (https://licindia.in/web/guest/grievances) for names and contact details of the GROs and other information related to grievances.

For ensuring quick redressal of customer grievances the Corporation has introduced Customer friendly Integrated Complaint Management System through our Customer Portal (website) http://www.licindia.in, where a registered policy holder can directly register complaint/ grievance and track its status. Customers can also contact at e-mail id co complaints@ licindia.com for redressal of any grievances.

Claimants not satisfied with the decision of death claim repudiation have the option of referring their cases for review to Zonal Office Claims Dispute Redressal Committee or Central Office Claims Dispute Redressal Committee. A retired High Court/ District Court Judge is Member of each of the Claims Dispute Redressal Committees.

#### Of IRDAI:

In case the customer is not satisfied with the response or does not receive a response from us within 15 days, then the customer may approach the Grievance Cell of the IRDAI through any of the following modes:

- Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre (BIMA BHAROSA SHIKAYAT NIVARAN KENDRA))
- Sending an email to <a href="mailto:complaints@irdai.gov.in">complaints@irdai.gov.in</a>
- Register the complaint online at <a href="https://bimabharosa.irdai.gov.in">https://bimabharosa.irdai.gov.in</a>
- Address for sending the complaint through courier / letter:

General Manager, Policyholders Protection and Grievance Redressal Department, Insurance Regulatory and Development Authority of India, Survey No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032, Telangana.

#### Of Ombudsman:

For redressal of Claims related grievances, claimants can also approach Insurance Ombudsman who provides for low cost and speedy arbitration to customers.

The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

- (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, General insurer or the health 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;

### Policy No. SPGI/

- (f) Policy servicing related grievances against insurers and their agents and intermediaries;
- (g) Issuance of life insurance policy, general insurance policy including health 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 and general insurance including health insurance; and
- (i) Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by 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).

Note: In case of dispute in respect of interpretation of these terms and conditions mentioned in this Document, the English version shall stand valid.

YOU ARE REQUESTED TO EXAMINE THIS POLICY, AND IF ANY MISTAKE BE FOUND THEREIN, RETURN IT IMMEDIATELY FOR CORRECTION.

### Assignment - As per Section 38 of the Insurance Act 1938

A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorized agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.

- (2) An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under subsection(1), where it has sufficient reason to believe that such transfer or assignment is not bonafide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.
- (3) The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policyholder giving notice of such transfer or assignment.
- (4) Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.
- (5) Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer:

Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.

(6) The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered:

Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.

- (7) Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.
- (8) Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

Explanation – Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of subsection (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.

- (9) Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this section.
- (10) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that
  - a. The proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or
  - b. The insured surviving the term of the policy, shall be valid:

Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

(11) In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

### Nomination - As Section 39 of the Insurance Act 1938

(1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death:

Provided that, where any nominee is a minor, it shall be lawful for the policy holder to appoint any person in the manner laid down by the insurer, to receive the money secured by policy in the event of his death during the minority of the nominee.

- (2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer.
- (3) The insurer shall furnish to the policy holder a written acknowledgement of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.
- (4) A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its reassignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policyholder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policyholder on repayment of loan other than on a security of policy to the insurer.

- (5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policyholder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.
- (6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.
- (7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under subsection (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.
- (8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the

policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

- (9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.
- (10)The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.
- (11)Where a policyholder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.
- (12)The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied;

Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy.

### Section 45 as per the Insurance Act 1938

- (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.

Explanation I- For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the 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 specially declares to be fraudulent.

Explanation II- Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

(3) Notwithstanding anything contained in subsection (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement 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 misstatement 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 policyholder is not alive.

Explanation – A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.

(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.

Explanation - For the purposes of this sub-section, the misstatement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.

(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.

## Annexure- 4

	Surrender Value Factors					
Duration		Period of Coverage				
elapsed	2	3	4	5	6	7
0.0	21.96%	30.42%	35.13%	38.05%	39.96%	41.40%
0.5	11.21%	23.17%	29.84%	33.96%	36.66%	38.70%
1.0	0.46%	15.93%	24.55%	29.87%	33.36%	36.00%
1.5	0.23%	7.98%	18.73%	25.37%	29.72%	33.01%
2.0	0.00%	0.03%	12.91%	20.87%	26.09%	30.02%
2.5		0.01%	6.57%	15.96%	22.11%	26.75%
3.0		0.00%	0.24%	11.05%	18.13%	23.48%
3.5			0.12%	5.72%	13.81%	19.92%
4.0			0.00%	0.40%	9.49%	16.36%
4.5				0.20%	4.82%	12.50%
5.0				0.00%	0.14%	8.64%
5.5					0.07%	4.49%
6.0					0.00%	0.34%
6.5						0.17%
7.0						0.00%