

SBI Life Insurance Company Ltd

*Turner Morrison Building, G N Vaidya Marg,
Fort, Mumbai – 400 023*

CapAssure Leave Encashment Scheme

(UIN 111B0---V01)

Master Policy Document

SBI Life Insurance Company Ltd (which expression includes its assigns and successors), hereinafter called (the 'Company') has received a proposal from the Proposer named in the Schedule hereto, together with a statement and particulars of the Members and the Leave Encashment Rules and has received the initial premium and contribution amount as mentioned in **Schedule I** for grant of the benefits detailed in **Schedule II**.

The Policyholder has agreed to furnish such statements and particulars of Members as may be required by the Company from time to time and also have agreed to pay further premium as provided in **Schedule II** as and when they fall due. The Company and the Policyholder have agreed that the proposal and the statement together with any report or other document leading to the issue of this Master Policy including but not limited to the Leave Encashment Rules shall form the basis of this contract.

It is agreed that in consideration of the premium received, and subject to receipt of future premiums as herein stated, the Company will pay the appropriate benefits as herein stated to the Beneficiary (hereinafter defined), on proof to the complete satisfaction of the Company of the benefit having become payable, and provided that the Schedules, terms and conditions contained in this document are complied with.

This Policy including the premium and benefits under this policy will be subject to taxes and other statutory levies as may be applicable from time to time, and such taxes, levies etc. will be recovered, directly and completely from the Policyholder.

Any amendment to the terms and conditions of this Policy shall be given effect to by an endorsement to the Policy or by suitable exchange of documents signed by an authorized officer of the Company.

The provisions hereinafter contained viz. 'Definitions, General Conditions and the Schedule' form part of this Policy as fully as if recited over the signature affixed hereto.

**Schedule I
Policy Details**

Non Participating Non Linked policy
Master Policy No : XXXXXXXXXXXXXXX

Proposer : << Name of the employer >>

Policyholder : << Name of the Master Policyholder >>

Policyholder's Address : << Address of the Master Policyholder >>

Employer : << Name of the Employer >>

No of Members covered as on Date
of Commencement : << Total Group Size >>

ADB & TPD Rider cover opted for : << Yes or No >>

Date of Commencement of Policy : << DD MM YYYY >>

Date of Commencement of Risk : << DD MM YYYY >>

Term of Risk Cover : 12 months from the Date of Commencement of Risk

Annual Renewal Date : << 12 months after Date of commencement of the policy >> or
as indicated in the Proposal form and annually thereafter

Due Date of Risk Premium : << 12 months after Date of Commencement of Risk >> and
annually thereafter

Basic Death Benefit (Life Insurance Cover) ** : <<As per the choice of the employer as follows:
Cover on Future Leave encashment liability (i.e. difference
between max. encashable leave and the actual bal. as on dov) or
Graded Cover or
Flat Cover or
Multiple of Salary or
Min amount of Rs. 1000/-
For the members above age 60 only fixed sum assured life cover
of Rs.1000/- is offered>>

ADB TPD Rider Cover (If opted for)** : << As per the choice of the employer subject to maximum
benefit under this rider will be lower of basic sum assured or Rs.
5 lacs>>

Free Cover Limit : << Rs .>>

Total Sum Assured as on Date of
Commencement of Risk : << Rs. XXXXXX >>

**The Company reserves the right to refuse this benefit for a particular member or grant a reduced benefit in respect
of a particular member where the Company is not satisfied with the evidence of health of that member.

Mode of Payment of Risk/Rider Premium : Annually in advance

Annual Premium rate for Life Insurance Cover : << Rs. XXXXXX >> per annum per one lac sum assured

Initial Premium paid for Life Insurance Cover : << Rs. amount >>

Basic Premium	:	Rs.	<< Rs. >>
Rider Premium	:	Rs	<< Rs.>>
Service Tax @<< %>>	:	Rs._	<< Rs. >>
<u>Education Cess @<< %>></u>	:	Rs.	<< Rs.>
Total Premium:	Rs.	Rs.	<< Rs. >>

Contribution for past service liability paid: << Rs. XXXXXX >>

Annual Contribution for the future service liability paid: << Rs. XXXXXXXX >>

Leave Encashment Benefit : << Define as per Leave Encashment Rules >>
Payments will be subject to a balance being available in the
Running account at the time of settlement of claim/s.

Signed for and on behalf of SBI Life Insurance Company Limited at Mumbai this,
<<yyyy>>.

Authorised Signatory
<<Name>>

Schedule II

Expressions

Meaning

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

1. SCHEME : << Name of the Employer >> Employees Group Leave Encashment Scheme
2. EMPLOYER : << Name of the Employer >>
3. MEMBER(S) : All employees of <<Name of the Employer>> to whom the Rules of the Scheme apply and who fulfill the Eligibility Criteria and are admitted to the benefits of this Policy.
4. EMPLOYEES : “Employee” means a person in the employment of the Master Policyholder and shall deem to include a person who is on probation for a permanent post but shall not include a Trainee / Apprentice or a personnel or domestic servant or an employee continuing in service beyond the Retirement Date or has crossed the maximum Insurable age as stipulated by the Insurer OR
A person whose services are deputed / seconded / lent to the Master Policyholder shall also be included in the definition of an employee for the purpose of granting the benefit under the scheme.
5. ELIGIBILITY CRITERIA : Every employee and has attained the age* of 18 years and is not more than <<79 yrs/one year before retirement age*, whichever is lower>> as on the date of commencement of risk and who is active at work will be covered subject to “Actively at work” clause defined as follows:
“The Employees should not be absent on the grounds of ill health at the time of joining the scheme or should not have availed any leave on grounds of ill health for a continuous period of 20 days or more in the year preceding his admission into the scheme.”
If an employee is not actively at work on the date of commencement of the scheme, life cover can be extended to him subject to medical underwriting. However, SBI Life can receive contribution towards their/his/her leave encashment liability.
This “active at work” condition will not apply if the fund has been transferred from another life insurance company to SBI Life.

Every employee who joins the master policyholder after the policy commencement date shall be eligible for membership under the scheme from the day on which he/she shall become eligible subject to receipt of premium for such employee by the master policyholder.

It shall be obligatory on the part of the master policyholder to ensure that an employee is included in the list of the employees where he/she is eligible to be insured (ie. His/her current place of duty). In the event of the inadvertent inclusion of the member (for whatsoever reasons) in the list of members where he/she is not performing his/her duty/ies currently, the benefits granted shall be void and the premium (net of service tax and statutory charges, if any) shall be refunded and no benefits shall become payable.

For the AD&PD rider, maximum age at entry is 64 years.

*All reference to age in this document means age as on last birthday
6. BENEFICIARY : <<Beneficiary means the Eligible Employee who has been admitted to the benefits of the scheme or in the event of his/her death the nominee specified by the Employee as the Beneficiary under this Master Policy. >>

7. NORMAL RETIREMENT AGE: Member will retire at the age of << XX >> years.

8. RUNNING ACCOUNT : A separate account is maintained by the SBI Life Insurance Co.Ltd in respect of this Policy to which the contributions received from time to time towards past service liability and the annual contributions will be credited after adjusting an appropriate amount towards effecting the Life Insurance benefits in respect of the eligible members.

The fund will accumulate with the interest rate (as explained in point 5 of schedule III) declared by the SBI Life Insurance Co. Ltd. at every financial year end. The interest will be calculated on the weighted average fund balance available during the financial year.

9. FREE COVER LIMIT : Free cover Limit means the amount of the Benefit/Sum Assured granted on the life of the employee without undergoing medical examination / underwriting.

10. BENEFITS :
The following table gives a description of the benefits under this product

Events	How and when	Size
1. Death	1) Leave encashment benefits will be paid to the trustee/master policy holder for onward transmission to the beneficiary. 2) Life cover Death benefit, if the life cover is in-force, will be paid to the trustee/master policy holder for onward transmission to the beneficiary at the time of acceptance of the claim.	1) Accrued leave encashment amount as per the scheme rules. 2) The amount of life cover Sum Assured opted for by the master policy holder at the policy anniversary coinciding with or immediately prior to the date of death. In case of Accidental death and if Accidental Death and Accidental TPD rider is valid, an extra Rider Sum Assured will be payable.
1. Total permanent disability due to accident or illness	1) Leave encashment benefits will be paid to the trustee/master policy holder for onward transmission to the beneficiary. 2) Accidental Total Permanent Disability benefit rider, if any and if TPD is due to accident, will be paid to the trustee/master policy holder for onward transmission to the beneficiary at the time of acceptance of the claim.	1) Accrued leave encashment amount as per the scheme rules. 2) Sum Assured for Accidental Total Permanent Disability benefit, if any, will be equal to rider Sum Assured.
Retirement	Leave encashment benefits will be paid to the trustee/master policy holder for onward transmission to the beneficiary.	Accrued leave encashment amount as per the scheme rules.
4. On early retirements (other than those caused by illness), terminations, resignation and other events	Leave encashment benefits will be paid to the trustee/master policy holder for onward transmission to the beneficiary.	Accrued leave encashment amount as per the scheme rules.

Note: -

At all times the accrued leave encashment amount payable will be limited to the availability of funds under the scheme.

11. ACCIDENTAL DEATH AND PERMANENT DISABILITY (AD&PD) BENEFIT RIDER (UIN 111B002V01)

A) TOTAL PERMANENT DISABILITY

Accidental Total Permanent Disability means a disability caused by or which is the result of an accident and must be total and permanent. The accident should result in bodily injury or injuries to the Life Assured and such injury

or injuries shall, independently of any other means, and within 120 days of the occurrence of the accident result in:

- (i) total and irrecoverable loss of sight of both eyes;
- (ii) amputation of both hands at or above the wrist;
- (iii) amputation of both feet at or above ankles;
- (iv) amputation of one hand at or above the wrist and one foot at or above the ankle;
- (v) total and irrevocable loss of sight of one eye and loss by severance of one limb at or above wrist or ankle; or
- (vi) the Life Assured being in coma for a continuous period of at least 60 days;

The disability stated above should be such that the employee can neither then nor at any time thereafter have the possibility of any income from any work, occupation or profession that the employee could ever sufficiently do or follow to earn or obtain any wages, compensation or profit.

The above term 'accident' excludes act/s committed by the employee in breach of law or any act/s of self incited violence.

In case of Accidental Total Permanent Disability, rider sum assured, if any, shall become payable in addition to Leave Encashment Benefits as stated in Schedule I.

B) ACCIDENTAL DEATH

If the employee dies or sustains any bodily injury resulting solely and directly from the accident caused by outward, violent and visible means and such injury shall within 120 days of its occurrence solely, directly and independently of all other causes result in the death of the employee.

The above term 'accident' excludes act/s committed by the employee in breach of law or any act/s of self incited violence.

In case of Accidental Death, rider sum assured, if any, shall become payable in addition to the Basic Sum Assured and Leave Encashment Benefit as stated in Schedule I.

If the rider benefit has already been paid in case of permanent disability due to accident then it will not be payable if he dies subsequently.

C) EXCLUSIONS FOR AD&PD RIDER

SBI Life Insurance Co.Ltd shall not be liable to pay the rider benefits, if the disability or the death of the Life Assured shall,

- i) be caused by intentional self injury, attempted suicide, insanity or immorality or whilst the Life Assured is under the influence of intoxicating liquor, drug or narcotic; or,
- ii) take place as a result of accident while the Life Assured is engaged in aviation or aeronautics in any capacity other than that of a fare-paying, part-paying or non-paying passenger in any air-craft which is authorized by the relevant regulations to carry such passengers and flying between established aerodromes, the Life Assured having at that time no duties on board the aircraft or requiring descent there from; or,
- iii) be caused by injuries resulting from riots, civil commotion, rebellion, war (whether war be declared or not), invasion, hunting, mountaineering, steeple chasing or racing of any kind; or,
- iv) result from act/s committed by the Life Assured in breach of law or any act/s of self incited violence; or,
- v) arise from employment of the Life Assured in the armed forces or military service of any country at war (whether war be declared or not) or from being engaged in police duty in any military, naval or police organization

12. It is hereby clarified and agreed that the liability of Leave Encashment lies with the Master Policyholder alone and the Company is merely managing funds and providing life cover to the participating members. In the event of mass exits and consequent withdrawal from the Running Account (to the extent of the Fund) an actuarial valuation will have to be done after such mass exits to ascertain whether the balance in the Running Account is sufficient for the continuing members. In the event of any shortfall therein, the Master Policy holder would adequately replenish the Running Account within a mutually agreed time frame and definitely before settlement of any claims further to such mass exits.

Schedule III
Premiums and Contributions

1. Premiums for Life Insurance Cover

- i. The premium rate is valid for one year only.
- ii. Premiums for Life Insurance Cover and AD & TPD rider cover if any shall be paid annually in advance for each Member on the Policy Anniversary Date. A grace period of 30 days is allowed for the payment of premium for each Member.
- iii. If any death occurs within grace period but before the payment of the premium is made to SBI Life Insurance Co.Ltd and the death claim is admitted, the claim will be settled only after receipt of total due and unpaid risk premium for the entire group from the Policyholder.

2. Initial/Annual Contributions

The Policyholder can make initial contribution relating to past service in lump sum or in instalments. The Policyholder shall pay to the Company the annual contributions for future leave encashment liability in accordance Schedule I. Minimum annual contribution is Rs. 50 000. However, with the consent of the Company, this contribution can be paid in half-yearly, quarterly or monthly installments.

3. Commencement of Cover

New members recruited subsequent to the Date of Commencement of Risk will be admitted only from the date of receipt of intimation from employer and receipt pro-rata risk premium for such new member, and provided he/she is within the definition of Member (hereinabove given) and the details pertaining to such Member are furnished to the Company in the prescribed format. Where a member has exited the scheme in the course of a Policy Year, a pro rata refund of risk premium net of service taxes and stamp duty will be made in respect of that member on the following Policy Anniversary Date.

4. Absorption of surrender penalty

If in case surrender charges are levied by other insurer at the time of transferring of fund to SBI Life Insurance Co.Ltd and the proof of such surrender penalty charged is submitted by the proposer then at the time of commencement of the scheme an amount equal to actual surrender penalty subject to maximum of 3% of transferred fund amount gross of surrender penalty levied will be added to the fund towards absorption of surrender penalty.

This extra allocation will be applicable only to the past service contributions received during the first policy year.

The same will be recovered in three equal installments at the end of each subsequent policy year from the fund.

5. Investment return on the fund

All the funds under non-linked retirement benefits schemes (e.g. gratuity, superannuation and leave encashment etc.) of a group client (one company or all companies belonging to the same group) will be clubbed together to calculate the size of the fund to determine the applicable rate of interest.

The investment return will be declared at the end of each financial year based on the earnings on the fund and fund size. Higher the fund size, higher will be the investment return. A positive investment return will be declared at the end of each financial year but size of investment return is not guaranteed.

The calculation of investment return will be based on the time-weighted average fund during the financial year. The fund availability time will be calculated from the day on which fund has become investible with SBI Life Insurance Co.Ltd. (date of receipt of instrument + 3 days, or date of fund realization, whichever is earlier).

During the term of the policy, funds under management are guaranteed. Funds under management are defined as total contributions (savings part only) received plus interest accrued and credited to the fund (at the end of each financial year) less claims paid from the fund. However, surrender charges and recovery of additional funding upto 3%, if any, will be applicable (as mentioned in schedule III sections 4 and 9).

6. **Payment of Leave Encashment Benefits**

As and when a leave encashment benefit becomes payable, the SBI Life Insurance Co LTD shall deduct the amount equal to the leave encashment benefit as per scheme rules from the then current balance in the running account and pay the claim.

Notwithstanding anything herein contained to the contrary, the SBI Life Insurance Co LTD's liability to the Policyholder under this Policy shall be limited to the accumulated balance standing to the credit of the master policyholder in the running account and benefit assured under the life cover effected in respect of member on the Annual Renewal date/Commencement date coinciding with or immediately prior to the date of death, subject to terms and conditions.

7. **Non payment of Contribution and/or risk premiums**

The risk/rider cover premiums must be paid every year on the due date or before the expiry of the grace period (in addition to the leave encashment contributions) for the cover to continue.

In case of non-receipt of the risk/rider premium within a grace period of 30 days, the life cover/rider would lapse. However, the accumulation of the fund will be continued without life cover/rider and the leave-encashment claims will be settled subject to the availability of funds.

8. **Cessation of Life Insurance Cover and Rider Cover**

Life insurance cover and rider cover for the member shall automatically cease on earliest occurrence of any one of the following events:

- Termination of the master policy
- Member attaining the maximum age of cover as defined in master policy subject to lower of 80 yrs (65 yrs for the AD&TPD rider) and scheme retirement age
- Death of the Member
- On expiry of the grace period for the risk premium payment due.
- Member ceases to be a member of the group as defined in the scheme rules.

In addition to above, rider cover for the member shall automatically cease on occurrence total permanent disability due to accident.

9. **Policy Surrender**

This Master Policy can be surrendered any time after completion of minimum one policy year on serving a minimum of 3 months notice in writing. In that case the amount payable on such surrender will be the accumulated value of the fund with the applicable surrender penalties as shown in the table below. While calculating the accumulated value there will be an interest credit** provided for the interim period (from the day subsequent to the last interest credit till the time of surrender). In case there was a life cover premium or a rider premium received then there will be a pro-rata refund of the risk/rider premium (after deducting the service tax and stamp duty).

In cases where surrender penalty has been absorbed for transfer of the fund from another Insurer, an extra surrender charge would also become payable.

Policy Year	Charges as a %age of accumulated fund
2	3% + Total unrecovered extra allocation due to absorption of surrender penalties at inception, if any.
3	2% + Total unrecovered extra allocation due to absorption of surrender penalties at inception, if any.
4	1%
5	1%
6 & onwards	NIL

** Interest for the interim period:

Rate of interest will be 50% of last year's investment return rate (declared for that particular policy).

This interim interest rule will be applicable by default.

However, the Master Policyholder can opt for the following option (this choice should be mentioned in the surrender request):

- At the time of surrender, the Master Policyholder will get only the “nominal part” of the fund, which means the fund value with no interest calculated for the current financial year.
- The exact amount of interest due for the financial year during which surrender occurred will be calculated at the end of the financial year (as per the rule mentioned in point 5 of schedule III) and will be paid to the client.

10. **Partial Transfer from CapAssure Leave Encashment Scheme to the Master Policyholder/ the Trust:**

Partial transfer of funds is allowed from 2nd policy year onwards upon the request received from master policyholder through a notice in writing at least one month in advance. Only one Partial transfer of funds per financial year is allowed to the Trust / Master Policyholder subject to minimum of Rs.1.5 lacs and maximum of 50% of funds available in the scheme (as valued with the interim rate of interest as mentioned above).

The amount payable will be the partially transferred fund from the accumulated fund after deducting the charges (% of the partially transferred fund) which are as follows:

Case	% Charges
Partial transfer of funds being requested from ‘CapAssure Leave Encashment Scheme’ scheme to the Trust / Master Policyholder.	100% of applicable surrender charges as detailed above excluding the extra surrender charge

11. **Revival of life cover**

If life cover/rider premium is not paid within the grace period, the life/rider cover will be ceased immediately.

The life/rider cover can be revived within 2 years from the first unpaid Renewal date of life cover premium. The life/rider cover can be reinstated on payment of premium for future liability with prospective effect and it will be treated as per the underwriting rules existing at that time.

12. **Variations to the Policy/ termination of policy**

SBI Life Insurance Co. Ltd may vary the premium rates charged and also, with prior approval of IRDA, terms, conditions and provisions of this Policy, on giving to the Policyholder three months’ notice in writing. Such variations shall apply in respect of all members with effect from the next policy anniversary date following the date of IRDA approval.

Variations in the benefits assured hereunder shall be given effect to by endorsements and by execution of requisite documents under the signature of a duly authorized officer of the Company and the appointed Trustees.

SBI Life Insurance Co. Ltd reserves the right to terminate the policy at each policy anniversary date upon giving to the Policyholder three months’ notice in writing. In this case no surrender penalty will be charged.

13. **Forfeiture**

Any insurance effected hereunder shall be rendered null and void ab-initio and all moneys paid in respect of that assurance shall belong to the Company, if

a) any conditions herein mentioned, or any endorsements made or any variations evidenced by exchange of documents hereto are contravened; or

b) it is found that a statement made

- in the Member Data given to the Company; or

- in any other document leading to the issue of the Master Policy; or

- in any other document necessary to keep the Master Policy in force

was inaccurate, or false, or not made in good faith, or any material matter or fact was suppressed, then, and in every such case (but subject to the provisions of Section 45 of the Insurance Act, 1938), and all claims to any benefit under this Master Policy shall cease, excepting in so far as whatever relief may be granted as per the law

14. **Notice**

Any notice, information or instruction to the Company must be in writing and delivered to the address intimated by the Company to the Master Policyholder which is currently:

SBI Life Insurance Company Ltd
Group Claims Department
2nd Floor, Kapas Bhavan
Plot No.3A,
Sector 10, CBD Belapur,
Navi Mumbai-400 614.

Any such notice, information and instruction shall be deemed to be served 7 days after the posting, or immediately upon receipt by the Company in the case of recorded hand delivery or courier.

The Company may change the address stated above and intimate the Master Policyholder of such change by suitable means.

Any notice, information or instruction from the Company to the Master Policyholder shall be mailed to the last known address of the Master Policyholder mentioned in Schedule I to this document or to the changed address as intimated to the Company in writing.

15. **Payment of Claims**

All claims must be notified to the SBI Life Insurance Co.Ltd. in writing within 3 months of the date of the death of the Member along with a copy of the death certificate duly attested by the competent authority.

A claim must be made by notice in writing to the SBI Life Insurance Co.Ltd in the format supplied by the SBI Life Insurance Co.Ltd. The primary documents normally required for processing a claim are:

- (i) Claimant's statement/ Claim Form duly filled in.
- (ii) Original Death Registration certificate issued by the Municipal Authority/Local Authority
- (iii) Police panchnama, Police Inquest Report and FIR copy where applicable
- (iv) Post Mortem Report/Coroners verdict in case of accidental deaths
- (v) Certificate from the attending physician along with hospital reports
- (vi) Evidence of age satisfactory to the Company

The SBI Life Insurance Co.Ltd reserves the right to call for any additional information and documents required to satisfy itself as to the validity of a claim.

In the aforesaid premises, the SBI Life Insurance Co.Ltd agrees that subject to the terms and conditions set out in this Master Policy, upon the happening of the specified event, on which one or more Benefit/s shall become payable, the appropriate amount of Benefit payment will be made in the name of the insured group member /nominee/beneficiary(as the case may be) and may be sent to the Master Policyholder for administrative convenience for onward transmission to the member /nominee/beneficiary..

The Claim form shall be duly authenticated by the Master Policyholder to the satisfaction of the SBI Life Insurance Co.Ltd..

All amounts due under this Master Policy are payable in Indian Currency at the office of the Company situated at 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.

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 hereunder

16. **Suicide**

No suicide Exclusion for basic life cover .However, rider benefit will not be payable if there is a suicide or an attempt to suicide.

17. **Loans**

Loans are not available under the policy.

18. **Free look period**

Free Look period is not available under the policy.

19. **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, inspection or other suitable cause.
- 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 made 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.

20. **Grievance Redressal Procedures:**

Any grievance may be addressed to:
The Compliance Officer,
SBI Life Insurance Company Ltd.,
Corporate Office, Turner Morrison Building,
G.N.Vaidya Marg, Fort, Mumbai-400 023.
Phone: 022-6639 2000. Fax: 6639 2025

21. **Ombudsman Address:**

Shri R.K. Vashishtha.
3rd floor, Jeevan Seva Annex, S.V. Road,
Santa Cruz (W), Mumbai 400054
Phone: 022-26106928, 26106360
Fax: 022-26106052
Email: ombudsman@vsnl.net

Section 41 of the Insurance Act, 1938: "No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer."

Section 45 of Insurance Act, 1938: "No Policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy-holder and that the policy holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose; Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal."