

Star Union Dai-ichi Life Insurance Company Limited
Non Linked Group

Registered Office: Star House 3rd Floor, (West wing), C-5, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051
Corporate Office: 11th Floor, Raghuleela Arcade, IT Park, Sector 30 A, Opp. Vashi Railway Station, Vashi, Navi Mumbai – 400703

PART A

Forwarding Letter

Date: << >>

<< Name of Master Policyholder>>

<< Address of Master Policyholder>>

Dear Sir/Madam,

Re : Your Group Master Policy : << _____ >>

We welcome you to Star Union Dai-ichi Life Insurance family and thank you for placing your confidence in us by preferring to take this scheme from us.

We are enclosing herewith your Master Policy document.

In the case of an Employer-Employee Group covered under the Policy, You have a period of 15 (Fifteen) days from the date of receipt of the Policy to review the terms and conditions of the Policy. If You disagree to any of the terms or conditions of the Policy, You have an option to return the original Policy document to Us by stating the objections/reasons for such disagreement in writing. Upon return, the Policy will terminate forthwith and all rights, benefits and interests under the Policy in respect of all Members shall cease immediately. You will be entitled to a refund of amount of premium received by us excluding expenses incurred by us (i.e. stamp duty, proportionate risk related charges for the period of cover and any expenses borne by us on medicals).

In the case of a Non Employer-Employee Group, You and/or the Member (provided the premium is paid by the Member), have a period of 15 (Fifteen) days from the date of receipt of the Policy/Certificate of Insurance to review the terms and conditions of the Policy/Certificate of Insurance. If You/ the Member (provided the premium is paid by the Member) disagree to any of the terms or conditions of the Policy/Certificate of Insurance, You/the Member (provided the premium is paid by the Member) have an option to return the original Policy/Certificate of Insurance to Us by stating the objections/reasons for such disagreement in writing. Upon return, the Policy/Certificate of Insurance shall terminate forthwith and all rights, benefits and interests under the Policy shall cease immediately. You and/or the Member (provided the premium is paid by the Member) will be entitled to a refund of amount of premium received by us excluding expenses incurred by us (i.e. stamp duty, proportionate risk related charges for the period of cover and any expenses borne by us on medicals).

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

For any assistance relating to your policy or claim related query, you may get in touch with us via Toll Free No: 18002008833 or Land line No: 022 39546300 or email us on customercare@sudlife.in

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

Yours sincerely,
Authorized Signatory

PART A

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

Policy Preamble

Star Union Dai-ichi Life Insurance Company Ltd. (which expression includes its assignee and successors, hereinafter called the 'Company') has received a proposal from the Master Policyholder together with a statement and particulars of the employees/members and Premium amount as mentioned in the Schedule – I to grant the benefits as described in the 'Rules of the Group Term Insurance Scheme' which has been furnished to the Company by the Master Policyholder. The Master Policyholder has agreed to furnish such statements and particulars of Employees/members as may be required by the Company from time to time, as applicable, and also have further agreed to pay premium as provided hereinafter as and when they fall due. The Company and the Master Policyholder have agreed that the proposal form, Rules of the scheme and the statement together with any report or other documents leading to the issue of this Master Policy shall form the basis of this Contract of Insurance. 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 submission of proof to the complete satisfaction of the Company for the benefit having become payable, and provided that the Schedules, Terms and Conditions contained in this document are complied with.

The premium and benefits prescribed under this Master 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 Master Policyholder

This Master Policy has been effected in accordance with the provisions of the Rules of the Scheme as in force on the Policy Commencement Date and in the event of any amendment of the Rules, in so far as any such amendment has an effect on the operation of the Policy, it shall be operative only if the amendment is specifically approved by the Company in writing and not otherwise.

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

Schedule - I

A. Master Policy Details

Master Policy No:	<< >>		
Name of Master Policy Holder	<<>>		
Address of Master Policy Holder	<<>>		
Name of the Scheme	SUD Life Group Term Insurance Plus		
Date of commencement of Master Policy	<<dd/mm/yyyy>>	Annual Renewal Date of Master Policy	<<dd/mm/yyyy>> and Annually thereafter
Premium periodicity:	<<Annual / Semi-Annual / Quarterly / Monthly>>	Total Basic Sum Assured under Basic Death Benefit as on date of commencement of Master Policy	Rs. << >>
Free Cover Limit, if applicable : Rs.<< >>			
Premium rate per 1000 Sum Assured : Installment Premium (Basic Death Benefit) Rs. : Service Tax and Education Cess Rs. : << >> Total Installment Premium with service tax and education cess *Rs. : << >>			
No. of Employees/Members covered as on date of commencement of the Master policy:			

*Service tax is currently charged @ <<12.36%>>. Premiums may be varied from time to time with changes in applicable rates of service tax.

Particulars of members are enclosed in the annexure 1.

B. Basic Death Benefit per member:

The death benefit shall be << >>

Special Provision (if any) << >>

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

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

Authorized Signatory

IRDA Regn- 142

Note: The Life Cover under this master Policy shall commence only on the Date of Commencement of Risk. On examination of this Master Policy, if the Policyholder notices any mistake, the Policy Document is to be returned for correction to the Company.
Please note that the life cover for each member is as per the scheme rules and will be based on the rules of the scheme. This will be in tune to the data submitted by the Master Policyholder
This policy has been issued, based on initial data submitted by the Master Policyholder. Any Additions/deletion from the member list will have to be intimated by the Master Policyholder to the Insurer for changes.

Schedule – II

The Master Policyholder as mentioned in the Schedule – I, has applied to Star Union Dai-ichi Life Insurance Company Ltd. (hereinafter referred to as "the Company") to grant the benefits specified in schedule I.

1. The Master Policyholder has furnished to the Company –
 - a) A proposal for grant of the Benefits;
 - b) An authenticated copy of the Rules of the scheme governing the grant of the Benefits in respect to the employees/members and
 - c) Other relevant information, duly authenticated, as required by the Company for grant of the Benefits.
 - d) Declaration of Good Health/Medical Questionnaire of members/employees, wherever required.

2. The Master Policyholder has: -
 - a) Paid to the Company the premium as mentioned in the Schedule – I ; and
 - b) Agreed to pay the future premium/s payable from time to time for effecting the Assurance as mentioned in Schedule – I, as and when required and comply with the terms and conditions stipulated by the Company in this Master Policy during the period that the Policy is in operation.

3. The Master Policyholder shall inform the Company in writing, about any new Members joining the Scheme and of Members leaving the group for any reason.

PART B
Rules of the Scheme

1. Interpretation

- a) This Policy is divided into numbered parts for ease of reference and reading only. Unless stated otherwise, these divisions and the corresponding headings do not limit the Policy or its interpretation in any way.
- b) Words of one gender will include the other gender, reference to days will include calendar days, reference to any statutory enactment includes any subsequent amendment to that statutory enactment and the singular will include the plural and vice versa, unless the context otherwise requires.

2. Definitions

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

- a) “Actively at Work” means 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 15 days or more in the year preceding his admission into the Group Master Policy. Actively at work is not applicable for Group Term Insurance Plus in Lieu of Employees Deposit Linked Insurance Scheme and it will be as per the provisions of Employees Deposit Linked Insurance Scheme 1976.
- b) “Age” refers to the age as at last birthday of the Life Assured and Beneficiary
- c) “Annual Renewal Date” means the date in any calendar year, subsequent to the year in which the Master Policy comes into effect, corresponding numerically with the Policy Commencement date in that subsequent year.
- d) “Appointee” means the person who receives the proceeds or the benefits under the Plan, if any, when the Nominee is less than 18 years of Age.
- e) “Basic Death Benefit” means the benefit payable on death of the Insured Member as specified in the policy document.
- f) “Beneficiary” or “Nominee” means a person nominated by the Member under this Policy and registered with the Company in accordance with Clause 17 and who is authorized to receive the death benefit payable under this Policy. In case of EDLI scheme, the nominee shall mean the person so nominated under the Employees Provident Fund Scheme or, if no such nomination is made, nominee in terms of the EDLI Scheme 1976 to receive the death benefit payable under this Policy.
- g) ‘Claimant’ means Nominee(s) (if valid nomination is effected), assignee(s) or their heirs, legal representatives or holders of a succession certificates in case Nominee(s) or assignee(s) is/are not alive at the time of claim.
- h) “Benefits / Basic Sum Assured” means the benefits defined under Schedule I

- i) “Date of Commencement of Policy” is the date as mentioned in Schedule I
- j) “Date of commencement of Risk” shall mean:
 - 1) At the time of issuance of the Master Policy will be the date of acceptance of proposal/risk subject to receipt of employee/member data and premium for the employee/member
 - 2) For new joinees entering the scheme during the term of the Master Policy, the date of receipt of employees/member data and premium for the employee/member

This date refers to the commencement of cover for the individual employee/member under the master Policy (Please refer Annexure 1 for employee/member data)
- k) “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 or a personal or domestic servant or has crossed the maximum insurable age as stipulated by the Company. 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
- l) “Free cover Limit” means the amount of the Benefit/Sum Assured granted on the life of the employee/Insured member without undergoing any medical examination/underwriting.
- m) “Fund” means the Provident Fund of the Company established in terms of the Employees’ Provident Funds and Miscellaneous Provisions Act, 1952.
- n) “Grace Period” ” means the time granted by the insurer from the due date of payment of premium, without any penalty/late fee, during which time the Master policy is considered to be in-force with the risk cover without any interruption as per the terms of the Master policy.
- o) “Group” means a group of employees/members who assemble together with a purpose of engaging in a common economic activity and not formed with the main purpose of availing insurance cover. Such members are accepted by the Company as constituting a Group for the purposes of this Master Policy.
- p) “Insured Members” means the group of members who are covered under the Master Policy and on whose life the company accepts to provide life cover
- q) “IRDAI” means the Insurance Regulatory and Development Authority of India
- r) “Life Cover” means, the coverage granted by us for payment of the Death Benefit referred to in the Section 4 of this Schedule, in the event of death of the Insured Member while the Master Policy is in force;
- s) “Master Policy” means the contract between the Company and the Master Policyholder to provide Life Cover to the insured member on receipt of due premiums.

- t) “Master Policyholder” means any company, firm or body corporate incorporated under any relevant law in force in India and has its registered office and other offices located in India
- u) “Medical practitioner” means a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license but excluding the Practitioner who is:
 - Insured/Policyholder himself or an agent of the Insured
 - Insurance Agent, business partner(s) or employer/employee of the Insured or
 - A member of the Insured's immediate family.
- v) “Policy Commencement Date” means the date on which the Master Policy comes into effect.
- w) “Retirement Date” means the date on which the Employee attains the age of retirement as stipulated by the Master Policyholder.
- x) “Rules of the Scheme” means the rules framed by the Master Policyholder for the Scheme and approved by the Company from time to time, governing the grant of benefits to the employees/members of the scheme
- y) “Sum Assured” or “Basic Sum Assured” means the Sum Assured under Life Cover as chosen at the inception of the Master Policy.
- z) “We”, “Us”, “Our”, “Company” or “Ours” refers to Star Union Dai-ichi Life Insurance Company Limited
- aa) “You”, “Your” or “Yours” refers to the Master Policyholder

PART C

3. Eligibility for Membership

For Employer-Employee groups –

- a) Every Employee who is “Active at work” and has attained the age of 18 years and is not more than 79 yrs last birthday as on the Date of commencement of Risk shall be eligible for Membership under the Scheme, provided that in any case the benefits shall cease to be payable upon the Employee reaching the retirement age. In case of EDLI scheme, the eligibility shall be as per the specified provisions of the Employees Deposit Linked Insurance Scheme 1976.
- b) 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 the employee data and remittance of premium for such employee by the Master Policyholder.
- c) If an Employee is not actively at work (other than EDLI Scheme) on the date of commencement of the scheme, the Employee can join the scheme subsequently, provided, he becomes “Active at work”, subject to medical underwriting, if any. In the event of an Employee not satisfying this condition he shall join the Scheme on the day on which he satisfies the conditions provided that the Benefits may be granted if in any such individual case, the Company is satisfied on the basis of a medical underwriting of the case, done solely at the cost of the Employer that the Employee could be admitted to the Membership of the Scheme.
- d) 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 (i.e. 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, stamp duty, and Medical Expenses, if any) shall be refunded and no benefits shall become payable.

For Non Employer-employee groups-

- a) Every member who has attained the age of 18 years and is not more than 64 years as on last birthday as on the Date of commencement of Risk shall be eligible for Membership under the Scheme, provided that in any case the benefits shall cease to be payable upon the member exiting the group.
- b) Every member 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 the member data, Declaration of Good Health, if applicable and remittance of premium for such member by the Master Policyholder.

4. Benefits payable under the Master Policy:

For Employer-Employee groups –

- i. In the event of death of an Employee whilst cover is in force for such Employee, the Death Benefit as stated in Schedule I, shall become payable provided that the provisions of this document are complied with.
- ii. On payment of Death Benefit as above, all insurance cover provided under this Master policy with respect to that Employee would automatically be terminated and all liability of the Company in respect of the Employee would stand automatically extinguished.

For Non Employer-Employee groups –

- i. In the event of death of a member whilst cover is in force for such member, the Death Benefit as stated in Schedule I, shall become payable to the beneficiary/nominee/legal heir/claimant and facilitated through the Master Policyholder, provided that the provisions of this document are complied with.
- ii. On payment of Death Benefit as above, all insurance cover provided under this Master policy for the member would automatically be terminate and all liability of the Company in respect of the member would stand automatically extinguished.

Please note, for Non Employer- Employees (lender-borrower groups) i.e. scheduled commercial banks, Non-Banking Financial Companies registered with Reserve Bank of India and National Housing Banks Housing regulated Finance Companies, payment of benefit will be as per clause 13(e) of this policy contract.

5. Maturity Benefit:

No maturity benefit is available under the Master Policy.

6. Exclusions

A. For Compulsory Employer-Employee groups –

No exclusion on Suicide death for Basic benefit.

B. For Voluntary Employer-Employee Groups and Non Employer-Employee groups –

Suicide will be excluded for a period of 12 months from the date of joining the scheme. In such cases 80% of the premiums paid (excluding extra premiums and taxes) for the member will be refunded. However, on subsequent renewal, if the member commits suicide after completion of 12 months from the date of joining the scheme full Sum Assured will be paid

7. Payment of Premium

- a) Premium under this Master Policy shall be payable annually in advance for each member. The Master Policyholder may choose to pay premiums under any other frequency of premium payment viz. half-yearly, quarterly or monthly in case of employer-employee group and through half-yearly mode for non employer employee groups. The Master Policyholder will not be entitled to discontinue the payment of premium on any date other than the following Annual Renewal Date.

- b) The Premium Rates stated in Schedule-I are valid for one year from the Date of Commencement of the Master Policy. The Company reserves the right to review the Premium Rates on every Annual Renewal Date of the Master Policy.
- c) A grace period of 30 days is allowed for the payment of premium under this Master Policy, where the premium is payable quarterly or half-yearly. A grace period of 15 days shall be allowed where premium is payable monthly.
- d) If the premium is not paid on or before the expiry of the grace period, this Master Policy lapses and the coverage for all the members/ employees cease immediately.
- e) At the end of the one-year term, the master policy can be renewed by payment of the premium then payable and complying with other terms and Conditions specified by the Company. If the master policy is not renewed at the end of the policy term, the Master policy lapses
- f) If claim arises during the grace period the claim will be payable after deduction of due but unpaid and outstanding premiums for the policy year for that member
- g) The Master Policyholder can change the premium payment periodicity at the Annual Renewal Date only and this shall be applicable to all members of that group.

PART D

8. Paid up Value:

No Paid up Value is available under the Master Policy.

9. Surrender Value:

No Surrender Benefit is payable. However In case of surrender of the group policy, individual members of the group, on such surrender, have an option to continue the policy as an individual policy till their coverage is terminated.

10. Lapse Value:

No benefits are payable on lapsed policies.

11. Reinstatement of the Master Policy

For policies other than yearly mode, if the policy lapses, revival will be allowed within a period of three months from the date of first unpaid premium. For death happening during the lapse status of the policy, no benefit will be paid.

12. Free Look cancellation by the Master Policyholder

In the case of an Employer-Employee Group covered under the Policy, You have a period of 15 (Fifteen) days from the date of receipt of the Policy to review the terms and conditions of the Policy. If You disagree to any of the terms or conditions of the Policy, You have an option to return the original Policy document to Us by stating the objections/reasons for such disagreement in writing. Upon return, the Policy will terminate forthwith and all rights, benefits and interests under the Policy in respect of all Members shall cease immediately. You will be entitled to a refund of amount of premium received by us excluding expenses incurred by us (i.e. stamp duty, proportionate risk related charges for the period of cover and any expenses borne by us on medicals).

In the case of a Non Employer-Employee Group, You and/or the Member (provided the premium is paid by the Member), have a period of 15 (Fifteen) days from the date of receipt of the Policy/Certificate of Insurance to review the terms and conditions of the Policy/Certificate of Insurance. If You/ the Member (provided the premium is paid by the Member) disagree to any of the terms or conditions of the Policy/Certificate of Insurance, You/the Member (provided the premium is paid by the Member) have an option to return the original Policy/Certificate of Insurance to Us by stating the objections/reasons for such disagreement in writing. Upon return, the Policy/Certificate of Insurance shall terminate forthwith and all rights, benefits and interests under the Policy shall cease immediately. You and/or the Member (provided the premium is paid by the Member) will be entitled to a refund of amount of premium received by us excluding expenses incurred by us (i.e. stamp duty, proportionate risk related charges for the period of cover and any expenses borne by us on medicals).

13. Payment of Claim

- a. All claims must be notified to the Company in writing in the specified format as supplied by the Company preferably within 180 days from the date of the death of the Employee/Member.

The primary documents normally required for processing a claim are:

- (i) Claimant's statement/ Claim Form
 - (ii) Death certificate issued by the Municipal Authority/Local Authority
 - (iii) Leave Records [from date of joining this scheme – in case of employer–employee schemes only]
 - (iv) Police panchnama, Police Inquest Report and FIR copy where applicable
 - (v) Post Mortem Report/Coroners verdict in case of accidental deaths
 - (vi) Any other document or information required by us for assessing and approving the claim request.
- b. The claimant can even download the forms from our website www.sudlife.in or can obtain the same from any of our branches and offices.
- c. In case the Master Policy Holder has opted for any of the riders, please refer to the specific rider contract for claim payment process.
- d. For Employer Employee Groups, the claim amount is payable to the beneficiary and may be processed through the Employer. For Non-Employer Employee Groups, the claim amount is payable to the beneficiary and may be sent to the Master Policyholder for administrative convenience and onward transmission.
- e. In case of Non Employer-Employee i.e. lender-borrower groups of scheduled commercial banks, Non-Banking Financial Companies registered with Reserve Bank of India and National Housing Banks Housing regulated Finance Companies, the following shall apply:
- i) We may remit the payment of the claim proceeds to you in a manner where the outstanding loan balance will be deducted from the claim proceeds payable under the Policy, in accordance with the IRDAI guidelines as amended from time to time provided the Members provides an authorization to do so and the balance amount of the claims proceeds, if any, will be paid to the nominee/beneficiary. The Members may provide the said authorization either on the Entry Date or at a later date;
 - ii) You shall provide us details of the credit account statement with respect to the Members as per the guidelines issued by IRDAI from time to time;
 - iii) We reserve the right to audit or cause an audit into the accuracy of the credit account statements of the Members in respect of which claims will be settled, on completion of every financial year and shall audit or cause an audit into the accuracy of the credit account statement of the deceased Members furnished by You; or
 - iv) You shall provide a certification from Your internal/statutory auditors that the outstanding loan balance being shown in the credit account statement/claim discharge form is correct as per the conditions governing the credit account/loan account.
- f. The Claim form must be duly authenticated by the Master Policyholder to the satisfaction of the Company.

Please note for above mentioned scenarios, you have to intimate to the Company preferably within 180 days from the date of death of the Employee/ Member. The Company will condone the delay beyond this point provided the nominee gives valid reasons. In case of any force majeure events like earthquake, cyclone etc. if the member or the master policyholder or beneficiary is unable to produce any documents, the company

may undertake investigations and then decide to pay the claim.

All amounts due under this Master Policy are payable in Indian Currency at the office of the Company situated at Navi Mumbai, but the Company at its absolute discretion may fix an alternative place of payment for the claim at any time before or after the claim arises.

14. Termination of Risk Cover

The Risk Cover for the member shall automatically cease on the occurrence of any one of the following events:

- Termination of the master policy
- On expiry of the date of the insurance cover term for the member.
- On intimation/ settlement of the death of the Member
- On expiry of the revival period and the coverage is not revived by payment of due premiums
- Upon intimation of exit of the member by the Master Policyholder.

15. Loan

Loans are not available under the Master Policy.

PART E

There are no explicit charges applicable for the policy.

PART F

16. Special Provisions:

Any special provisions subject to which this Master Policy has been entered into and endorsed on the Master Policy or in any separate instrument shall be deemed to be part of this Master Policy and shall have effect accordingly.

17. Assignment

For Employer-Employee Schemes - Assignment is not allowed under this plan

For Non-Employer-Employee Schemes - Assignment of this policy will be in accordance to Section 38 of The Insurance Act 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 1 for reference.

18. Nomination

Nomination is allowed as per the provisions of Section 39 of the Insurance Act, 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure – 2 for reference.

19. Method of effecting and renewing the Master Policy

a) The Master Policyholder shall make available to the Company all such original documents relating to the Employee/member as will affect:

- (i) the life insurance cover granted in respect of the Employee/member and/or
- (ii) the premium payable in respect of effecting such insurance or the renewal of the Master Policy.

b) In case of renewal of insurance, the cover will be effective from the Annual Renewal Date. An Employee/member shall be entitled to the Benefits of the Master Policy as from the Date of Renewal of Cover and so long as he continues to be an Employee/member, provided that the risk cover is in force as on that specified date.

20. Renewal of the Master Policy

The Master Policyholder may renew this Master Policy on every Annual Renewal Date for a period of one year, by payment of the premium then payable and complying with the other terms and conditions specified by the Company.

The premiums payable on renewal of the Master Policy may vary and will be quoted by the Company on application for such renewal.

21. Fraud and Misrepresentation & Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 3 for reference

22. Variation of the Master Policy

The Company shall have the right to vary, from time to time and at any time, the terms and conditions of the Master Policy subject to prior approval of IRDAI. Such variations shall apply to all the Employees/members with effect from the date of such variation as may be mutually agreed between the Company and the Master Policyholder.

23. Notices

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

i. The Master Policyholder / Beneficiary

As per the details specified in the Proposal Form / Change of Address intimation submitted later on.

ii. The Company

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

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

24. Governing Laws & Jurisdiction:

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

25. Other Matters

- i. The Master Policyholder shall at the request of the Company produce the Master Policy whenever required for the purpose of stamping, reference or inspection.

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

PART G

26. Grievance Redressal Procedure

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

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

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

Executive Vice President –Operations & Service Delivery
Star Union Dai-ichi Life Insurance Company Ltd.,
Corporate Office,
11th Floor, Raghuleela Arcade,
IT Park, Sector 30 A,
Opposite Vashi Railway Station,
Vashi, Navi Mumbai 400 703
Contact No: 022 39541006
Email ID: grievanceredressal@sudlife.in

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

Chief Compliance Officer
Star Union Dai-ichi Life Insurance Company Ltd.,
Corporate Office,
11th Floor, Raghuleela Arcade,
IT Park, Sector 30 A,
Opposite Vashi Railway Station,
Vashi, Navi Mumbai 400 703
Email ID: cgro@sudlife.in

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

- e) If the Master Policyholder/ Life Insured/ Beneficiary is not satisfied with the decision/ resolution of the Company, then, the Master Policyholder/ Life Insured/ Beneficiary may approach the Insurance Ombudsman at the address given below if his/her issues pertains to the following and to provision 12(1) of the Redressal of Public Grievances Rules 1998:
- i. insurance claim that has been rejected or dispute on legal construction of the Master policy with regard to a claim;
 - ii. delay in settlement of claim;
 - iii. dispute with regard to premium;
 - iv. non-receipt of any insurance document;
 - v. any dispute in regard to premium paid or payable in terms of the Master policy.

Address of the Insurance Ombudsman:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U. Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.079-27546840 Fax:079-27546142 E-mail: ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR – 751 009 Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101-103, 2nd floor, Batra Building Sector 17-D , CHANDIGARH – 160 017	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh

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

	Fax:0484-2359336 E-mail: iokochi@asianetindia.com	
KOLKATA	Office of The Insurance Ombudsman Hindusthan Building Annexe, 4th Floor, 4 Chittaranjan Avenue KOLKATA -700 072 Tel: 033 22124346/(40) Fax: 033 22124341 Email:insombudsmankolkata@gmail.com	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI – 400 054 Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra and Goa

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

Section 38- Assignment and Transfer of Insurance Policies.

Annexure 1

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dtd 26.12.2014. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy
 - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26 , 2014 for complete and accurate details.]

Section 39- Nomination by policyholder

Annexure 2

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dtd 26.12.2014. The extant provisions in this regard are as follows:

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women’s Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favor of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

Annexure 3

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Ordinance dtd 26.12.2014 are as follows:

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

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

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

9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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